



# ADV Teammate State Supplement

STATE SUPPLEMENTS

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## **ABOUT THESE STATE SUPPLEMENTS**

Advantage Solutions Inc. and its subsidiaries ("Advantage Solutions" or "the Company") is committed to workplace policies and practices that comply with federal, state, and local laws. For this reason, U.S.-based Teammates receive the Company's 'ADV Teammate Handbook' (the "Handbook") and these state supplements to the Handbook ("State Supplements"). The State Supplements should be read together with the Handbook and, to the extent that the policies in the State Supplement applicable to a Teammate are distinct from or are more generous than those in the Handbook, the State Supplement applicable to the Teammate will control.

These State Supplements are not intended to create a contract of continued employment or alter the at-will employment relationship between the Company and any Teammate. **Only the CEO of the Company has the authority to enter into an employment agreement that alters the at-will employment relationship, and any such agreement must be in writing signed by the CEO of the Company.**

If a Teammate has any questions about these policies, they should contact Human Resources.

## **ALASKA SUPPLEMENT**

### **Overtime**

When operating requirements or other needs cannot be met during regular working hours, Teammates may be scheduled to work overtime. All overtime must be approved in advance by the Teammate's supervisor. Working overtime without prior authorization may result in disciplinary action up to and including termination of employment.

Nonexempt Teammates will be paid one and one-half times their regular rate of pay for all hours worked beyond eight hours in any given day and beyond 40 hours in any given work week.

## **ARIZONA SUPPLEMENT**

### **Voluntary Open Door Policy**

Teammates are encouraged, but are not required, to communicate to the Company whenever they believe working conditions may become intolerable to the Teammate and may cause the Teammate to resign. However, Arizona law requires Teammates to notify the Company in writing when a working condition exists that the Teammate believes is intolerable that will compel the Teammate to resign, or that constitutes a constructive discharge, if the Teammate wants to preserve the right to bring a claim against the employer alleging that the working condition forced the Teammate to resign.

In order to preserve this claim, the Teammate must wait 15 calendar days after providing written notice before resigning from employment. Depending upon the circumstances, a Teammate may be entitled to a paid or unpaid leave of absence of up to 15 days while waiting for the Company to respond to the Teammate's written communication about a working condition.

Such concerns should be reported to Human Resources.

### **Paid Sick Leave**

The Company provides eligible Teammate with paid sick time pursuant to the Arizona Fair Wages and Healthy Families Act (FWHFA).

**The accrual only applies to eligible Teammate who do not receive sufficient Paid Sick Leave under the Company's main paid sick leave policy. Teammate who receive sufficient time under that policy do not receive additional time under this policy, unless required by law.**

The guidelines in this policy do not supersede applicable federal, state, or local laws regarding leaves of absence, including but not limited to leave taken under the Family and Medical Leave Act (FMLA), leave taken as a reasonable accommodation under the Americans with Disabilities Act (ADA), or any other applicable federal, state, or local law, including those prohibiting discrimination and harassment.

#### ***Eligible Teammates***

All Teammate are eligible for paid sick time.

Teammates begin to accrue paid sick time on their first day of employment. Teammates accrue one hour of paid sick time for every 30 hours worked.

For accrual purposes, overtime-exempt Teammates are presumed to work a 40-hour workweek. If a Teammate normally works fewer than 40 hours, than accrual will be based on the Teammate's actual workweek.

Teammates can accrue up to a maximum of 40 paid sick time hours in a year. At the end of each year, up to 40 hours of accrued but unused paid sick time can be carried over to the following year.

#### ***Use of Paid Sick Time***

Teammates cannot use paid sick time until their 90<sup>th</sup> calendar day of employment.

Teammates must use their paid sick time in one-hour increments.

Teammates can use up to 40 hours of paid sick time per year.

### ***Reasons Paid Sick Time May Be Used***

Paid sick time may be used for the following reasons:

- The Teammate's or a family member's mental or physical illness, injury or health condition; need to seek medical diagnosis, care or treatment for the illness, injury or health condition; or need for preventive care;
- Closure of the Teammate's workplace or a child's school or place of care by order of a public health official due to a public health emergency;
- The Teammate's or a family member's presence in the community may jeopardize the health of others due to exposure or suspected exposure to a communicable disease, even if the Teammate or family member has not actually contracted the disease; and
- Absences due to domestic violence, sexual violence, abuse or stalking of a Teammate or a family member in order to:
  - Obtain medical attention needed to recover from physical or psychological injury or disability caused by the domestic violence, sexual violence, abuse or stalking;
  - Obtain services from a domestic or sexual violence program or victim services organization;
  - Obtain psychological or other counseling;
  - Relocate or take other steps to secure an existing home; or
  - Obtain legal services (e.g., preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic violence, sexual violence, abuse or stalking).

A family member includes:

- A child, regardless of age (including a biological, adopted, foster or stepchild; a legal ward; a child of a domestic partner; a child to whom the Teammate stands *in loco parentis*; or an individual for whom the Teammate stood *in loco parentis* when the individual was a minor);
- A parent of the Teammate or the Teammate's spouse or domestic partner (including a biological, adoptive, foster or stepparent; a legal guardian; or a person who stood *in loco parentis* when the Teammate or the Teammate's spouse or domestic partner was a minor);
- A spouse or registered domestic partner;
- A grandparent, grandchild or sibling of the Teammate or the Teammate's spouse or domestic partner (whether a biological, adoptive, foster or step relationship); and
- Any other individual related by blood or affinity whose close association with the Teammate is the equivalent of a family relationship.

### ***Requesting Paid Sick Time / Documentation***

When the need for paid sick time is foreseeable, Teammates must make a good-faith effort to provide advance notice to their Human Resources representative orally, in writing, or electronically and schedule their absences in a way that does not unduly disrupt the Company's

operations. For unforeseeable absences, Teammates must contact their Human Resources representative orally, in writing, or electronically. If possible, a request must include the absence's expected duration. For absences of three or more consecutive workdays, the Company reserves the right to request reasonable documentation demonstrating paid sick time was used for a qualifying reason.

#### ***Rate of Pay for Paid Sick Time***

Teammates will be paid their normal hourly rate when paid sick time is used for a lawful purpose.

#### ***Separation From Employment***

Compensation for unused paid sick time will not be provided upon separation from employment for any reason. If a Teammate is rehired by the Company within nine months of separation from employment, but unused paid sick time will be immediately reinstated and the Teammate may use that time immediately.

Teammates who transfer internally within the Company keep all accrued and unused paid sick time.

#### ***Confidentiality***

The Company will, in accordance with applicable federal, state or municipal law, treat as confidential health information or information pertaining to domestic violence, sexual violence, abuse or stalking pertaining to the Teammate or Teammate's family member. Such information will not be released without the Teammate's express permission, unless otherwise required by law.

#### ***Effect on Other Rights and Policies***

The Company may provide other forms of leave for Teammates to care for medical conditions or for issues related to domestic violence under certain federal, state and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state or municipal law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Teammates should contact their Human Resources representative for information about other federal, state and municipal medical, domestic violence or family leave rights.

#### ***No Discrimination or Retaliation***

The Company prohibits discrimination and/or retaliation against Teammates for requesting or using paid sick time for authorized circumstances or for making a complaint or informing a person about a suspected violation of this policy, cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation, opposing any policy or practice prohibited by any paid sick leave law, or informing any person of their potential rights under the law.

## **CALIFORNIA SUPPLEMENT**

### **Discrimination, Harassment and Retaliation Prevention Policy**

#### ***Equal Employment Opportunity***

The Company is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination and harassment against Teammates, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns and volunteers based on their actual or perceived: race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, citizenship status, ancestry, physical disability (including HIV/AIDS) or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 and over), sexual orientation, Civil Air Patrol status, military and veteran status, an individual's reproductive health decisions and any other consideration protected by federal, state or local law (collectively referred to as "protected characteristics").

For purposes of this policy, discrimination on the basis of "national origin" also includes discrimination against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States, as well as discrimination based upon any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. A Teammate's or applicant for employment's immigration status will not be considered for any employment purpose except as necessary to comply with federal, state, or local law.

The Company allows Teammates to self-identify their gender, name and/or pronoun, including gender-neutral pronouns. The Company will use a Teammate's gender or legal name as indicated on a government-issued identification document, only as necessary to meet an obligation mandated by law. Otherwise, the Company will identify the Teammate in accordance with the Teammate's current gender identity and preferred name.

The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state, or local law. The Company also does not retaliate or otherwise discriminate against applicants or Teammates who request a reasonable accommodation for reasons related to disability or religion. Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination and harassment by any Teammate, including supervisors and co-workers.

#### ***Prohibited Harassment***

The Company is committed to providing a work environment that is free of illicit harassment based on any protected characteristics. As a result, the Company maintains a strict policy prohibiting

sexual harassment and harassment against Teammates, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns or volunteers based on any legally-recognized basis, including, but not limited to, their actual or perceived race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, ancestry, citizenship status, physical disability (including HIV/AIDS) or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 or over), sexual orientation, Civil Air Patrol status, military and veteran status, an individual's reproductive health decisions or any other consideration protected by federal, state or local law. For purposes of this policy, discrimination on the basis of "national origin" also includes harassment against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States and based on any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. All such harassment is prohibited.

This policy applies to all persons involved in our operations, including coworkers, supervisors, managers, temporary or seasonal workers, agents, clients, vendors, customers, or any other third party interacting with the Company ("third parties") and prohibits proscribed harassing conduct by any Teammate or third party of the Company, including nonsupervisory Teammates, supervisors, and managers. If such harassment occurs on the Company's premises or is directed toward a Teammate or a third party interacting with the Company, the procedures in this policy should be followed.

### ***Sexual Harassment Defined***

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal, or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with a Teammate's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment also includes various forms of offensive behavior based on sex and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.

- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering; making sexual gestures; displaying sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages.
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about a Teammate's body or dress.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature; graphic verbal commentary about an individual's body; sexually degrading words to describe an individual; suggestive or obscene letters, notes or invitations.
- Physical conduct: touching, assault, impeding or blocking movements.
- Retaliation for reporting harassment or threatening to report sexual harassment.

A Teammate may be liable for harassment based on sex even if the alleged harassing conduct was not motivated by sexual desire. A Teammate who engages in unlawful harassment may be personally liable for harassment even if the Company had no knowledge of such conduct.

### ***Other Types of Harassment***

Harassment on the basis of any legally protected characteristic, as identified above, is prohibited. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. This includes conduct such as:

- Verbal conduct including threats, epithets, derogatory comments or slurs based on an individual's protected classification;
- Visual conduct, including derogatory posters, photographs, cartoons, drawings or gestures based on protected classification; and
- Physical conduct, including assault, unwanted touching or blocking normal movement because of an individual's protected status.

### ***Abusive Conduct Prevention***

It is expected that the Company and persons in the workplace perform their jobs productively as assigned, and in a manner that meets all of management's expectations, during working times, and that they refrain from any malicious, patently offensive, or abusive conduct including but not limited to conduct that a reasonable person would find offensive based on any of the protected characteristics described above. Examples of abusive conduct include repeated infliction of verbal abuse, such as the use of malicious, derogatory remarks, insults, and epithets, verbal, or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the intentional sabotage or undermining of a person's work performance.

### ***Protection Against Retaliation***

Retaliation is prohibited against any person by another Teammate or by the Company for using the Company's complaint procedure, reporting proscribed discrimination or harassment, or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

### ***Discrimination, Harassment, Retaliation and Abusive Conduct Complaint Procedure***

Any Teammate who believes they have been harassed, discriminated against, or subjected to retaliation or abusive conduct by a co-worker, supervisor, agent, client, vendor, customer, or any other third party interacting with the Company in violation of the foregoing policies, or who is aware of such behavior against others, should immediately provide a written or verbal report to their supervisor, any other member of management, Human Resources.

Teammates are not required to make a complaint directly to their immediate supervisor. Supervisors and managers who receive complaints of misconduct must immediately report such complaints to Human Resources who will attempt to resolve issues internally. When a report is received, the Company will conduct a fair, timely, thorough and objective investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The Company expects all Teammates to fully cooperate with any investigation conducted by the Company into a complaint of proscribed harassment, discrimination, or retaliation, or regarding the alleged violation of any other Company policies. The Company will maintain confidentiality surrounding the investigation to the extent possible and to the extent permitted under applicable federal and state law.

Upon completion of the investigation, the Company will communicate its conclusion as soon as practical. If the Company determines that this policy has been violated, remedial action will be taken, commensurate with the severity of the offense, up to and including termination of employment. Appropriate action will also be taken to deter any such conduct in the future.

The federal Equal Employment Opportunity Commission (EEOC) and the California Civil Rights Department (CRD) will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party. Information may be located by visiting the agency website at [www.eeoc.gov](http://www.eeoc.gov) or <https://calcivilrights.ca.gov>. The CRD Sexual Harassment Prevention Training may be accessed here: <https://calcivilrights.ca.gov/shpt>

### **Paid Sick & Safe Time (California Only)**

The Company provides paid sick and safe time to eligible Teammates in compliance with California's Healthy Workplaces Healthy Families Act (HWHFA).

**The accrual only applies to eligible Teammates who do not receive sufficient Paid Sick Leave under the Company's main paid sick leave policy. Teammates who receive sufficient time under that policy do not receive additional time under this policy, unless required by law.**

## ***Eligibility***

Teammates (including full-time, part-time, and temporary Teammates) become eligible for paid sick and safe time once they have worked in California for the Company for 30 days within a year from the start of employment.

Teammates may begin to use their accrued time beginning on their 90th day of employment. Teammates who have been employed by the Company for at least 90 days prior to becoming eligible to accrue paid sick and safe time may use such leave immediately upon accrual.

## ***Annual Accrual of Paid Sick and Safe Time***

Eligible Teammates begin to accrue paid sick and safe time upon the first day of employment.

Paid sick and safe time accrues at a rate of one hour for every 30 hours worked, up to a maximum accrual cap of 80 hours or the equivalent of 10 workdays, (based on the Teammate's work schedule), whichever is greater. The number of hours a nonexempt Teammate is deemed to work each week will be based on time records and includes all hours worked, including overtime hours. Exempt Teammates are assumed to work 40 hours per workweek, unless their normal workweek is fewer than 40 hours per week, in which case accrued paid sick and safe time is based upon that normal workweek. Once the maximum accrual cap is reached, Teammates will not accrue additional paid sick and safe time until their accrual balance falls below the cap.

Paid sick and safe time may be used in increments of one hour or greater to cover all or just part of a work day.

A Teammate's *use* of paid sick and safe time is limited to 40 hours, or the equivalent of five work days (based on the Teammate's work schedule), whichever is greater, per calendar year.

Teammates will not accrue paid sick and safe time during unpaid leaves of absence.

Teammates are not required to find a Teammate to cover their work when they take paid sick and safe time.

## ***Reasons Sick and Safe Time May be Used***

Teammates may use paid sick and safe time for themselves and their family members:

- For diagnosis, care or treatment of an existing medical condition; or
- For preventive care;
- Teammates may also use paid sick and safe time if the Teammate is a victim of domestic violence, sexual assault or stalking and time off is needed to:
  - Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim or the victim's child;
  - Seek medical attention for injuries caused by domestic violence, sexual assault or stalking;

- Obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking;
- Obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or
- 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 members" include a:

- Spouse;
- Biological, adopted or foster child, stepchild, legal ward or a child to whom the Teammate stands *in loco parentis*;
- Biological, adoptive or foster parent, stepparent, or legal guardian of a Teammate or the Teammate's spouse or registered domestic partner or a person who stood *in loco parentis* when the Teammate was a minor child;
- Sibling;
- Grandparent or grandchild;
- Registered domestic partner (as defined by state or local law), as well as the child or parent of a registered domestic partner; and
- A designated person.

For purposes of this policy, a "designated person" means a person identified by the Teammate at the time the Teammate requests paid sick and safe time. Teammates are limited to one designated person per 12-month period.

The definition of "child" applies irrespective of a child's age or dependency status.

### ***Requesting Paid Sick and Safe Time***

When the need for paid sick and safe time use is foreseeable, Teammates must provide reasonable advance oral or written notice to their supervisor for any absence from work. If the need for paid sick and safe time is unforeseeable, Teammates must provide notice to their supervisor of the need to use the time as soon as practicable. In all circumstances, Teammates must specify that the requested time off is for sick or safe time reasons (as opposed to, for example, vacation time), so that the absence may be designated accordingly. Failure to obtain approval as soon as possible after determining the need to take such time may result in discipline.

### ***Rate of Pay for Sick and Safe Time***

For nonexempt Teammates, pay for sick and safe time is calculated: in the same manner as the Teammate's regular rate of pay for the workweek in which the Teammate uses sick and safe time, regardless of whether the Teammate works overtime in that workweek, or by dividing the

Teammate's total wages (not including overtime premium pay), by the Teammate's total hours worked in the full pay periods of the prior 90 days of employment]. For exempt Teammates, payment for sick and safe time is calculated in the same manner as wages are calculated for other forms of paid leave time.

### ***Carryover***

Accrued but unused paid sick and safe time will carry over from year to year.

### ***Separation From Employment***

Compensation for accrued and unused sick and safe time is not provided upon separation from employment for any reason. If a Teammate is rehired by the Company within 12 months of separation from employment, previously accrued but unused sick and safe time will immediately be reinstated (up to the maximum of 48 hours or the equivalent of six days (per the Teammate's previous work schedule)). Rehired Teammates will be allowed immediate use of this time and to accrue additional paid sick days upon rehiring, consistent with the use and accrual limitations of this policy.

### ***Confidentiality***

The Company will keep confidential the health information of the Teammate or Teammate's covered family member, as well as information related to domestic violence perpetrated against or sexual assault of the Teammate or Teammate's covered family member. Such information will not be disclosed except to the affected Teammate or as required by law.

### ***Effect on Other Rights and Policies***

The Company may provide other forms of leave for Teammates to care for medical conditions or for issues related to domestic violence under certain federal, state, and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state, or municipal law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Teammates should contact their Human Resources representative for information about other federal, state, and municipal domestic violence, medical or family leave rights.

### ***No Discrimination or Retaliation***

The Company prohibits discrimination and/or retaliation against Teammates who request or use paid sick and safe time for authorized circumstances or for making a complaint or informing a person about a suspected violation of this policy. Likewise, the Company prohibits discrimination and/or retaliation for cooperating with city or state officials in investigating claimed violations of any paid sick leave law (including the HWHFA), cooperating, or participating in any investigation, administrative hearing or judicial action regarding an alleged violation, opposing any policy or practice that is prohibited by any paid sick leave law, or informing any person of their potential rights under the law.

### ***Paid Sick and Safe Leave (San Francisco Only)***

The Company provides eligible Teammates with paid sick and safe leave in accordance with the requirements of the San Francisco Paid Sick Leave Ordinance (PSLO).

**The accrual only applies to eligible Teammates who do not receive sufficient Paid Sick Leave under the Company's main paid sick leave policy. Teammates who receive sufficient time under that policy do not receive additional time under this policy, unless required by law.**

### ***Eligibility***

All Teammates (whether full-time, part-time, or temporary and including undocumented and household Teammates) who perform work in San Francisco are eligible to accrue paid sick and safe leave, except for Teammates who:

- Perform work in San Francisco for fewer than 56 hours in a calendar year;
- Work from their home in San Francisco and work fewer than 56 hours in a calendar year; and
- Are not based in San Francisco but who stop in San Francisco to work (e.g., for a pick-up or delivery), if they perform fewer than 56 hours of work in the City in a calendar year.

Teammates are eligible to accrue paid sick and safe leave only for the hours worked in San Francisco.

### ***Accrual of Sick and Safe Leave***

Eligible Teammates begin accruing paid sick and safe leave on the first day of employment. Teammates accrue one hour of paid sick and safe leave for every 30 hours worked in San Francisco (excluding vacation or sick and safe leave). The number of hours a nonexempt Teammate is deemed to work each week will be based on time records and includes all hours worked, including overtime hours. Exempt Teammates are assumed to work 40 hours per workweek, unless their normal workweek is fewer than 40 hours per week, in which case accrued paid sick and safe time is based upon that normal workweek. Paid sick and safe leave accrues to a maximum of 72 hours. Eligible Teammates can begin to use their accrued paid sick and safe leave on their 90<sup>th</sup> day of employment. After that, paid sick and safe leave may be used as soon as it is accrued.

Accrued but unused sick and safe leave can be carried over from year to year. However, once the maximum amount has been accrued, no further sick and safe leave will accrue until previously accrued sick leave is used. Teammates will not accrue sick and safe leave during unpaid leaves of absence.

### ***Reasons Sick and Safe Leave May be Used***

Paid sick and safe leave may be used only for the following reasons:

- When the Teammate is ill, injured or receiving medical care, treatment or diagnosis;
- To care for an eligible family member who is ill, injured or receiving medical care, treatment or diagnosis;
- For the Teammate's or a family member's preventive care;

- For the Teammate to donate bone marrow or an organ or to assist a family member in doing so;
- If the Teammate is a victim of domestic violence, sexual assault or stalking and time off is needed to:
  - Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim or their child;
  - Seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
  - Obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking;
  - Obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or
  - Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

Eligible family members include a Teammate's child (including child of a domestic partner and child of a person standing *in loco parentis*), parent (including a person who stood *in loco parentis* when a Teammate was a minor child and a person who is biological, adoptive, or foster parent, stepparent, or guardian of the Teammate's spouse or registered domestic partner), legal guardian or ward, sibling, grandparent, or grandchild (the relationships may be biological, legal, foster, adoptive or a step-relationship), as well as a spouse or registered domestic partner. If a Teammate does not have a spouse or registered domestic partner, the Teammate may designate one person as to whom the Teammate wishes to use sick leave to aid or care for that person. Designation of this person must be done within 10 workdays of the Company providing the opportunity to make a designation. The Company will provide an opportunity to re-designate a person on an annual basis thereafter.

Sick and safe leave may not be used for personal reasons and may not be used during holidays, vacations or for hours of work outside a Teammate's regular schedule. If there is reason to believe that sick and safe leave has been misused, sick pay may not be awarded.

Sick and safe leave may be used in increments of one hour or greater to cover all or just part of a work day.

Teammates are not required to find a Teammate to cover their work when they take paid sick and safe leave.

#### ***Requesting Sick and Safe Leave/Documentation***

Except in the case of an emergency, Teammates must give reasonable advance notice of any absence from work for which they intend to use paid sick and safe leave. To provide notice of the need to use sick and safe leave, Teammates should contact Human Resources.

Upon return, Teammates must immediately complete a timecard (nonexempt Teammates) or absence report (exempt Teammates) documenting the use of sick and safe leave.

#### ***Rate of Pay for Sick and Safe Leave***

For nonexempt Teammates, pay for sick and safe leave is calculated: in the same manner as the Teammate's regular rate of pay for the workweek in which the Teammate uses sick and safe time, regardless of whether the Teammate works overtime in that workweek, or by dividing the Teammate's total wages (not including overtime premium pay), by the Teammate's total hours worked in the full pay periods of the prior 90 days of employment]. For exempt Teammates, payment for sick and safe leave is calculated in the same manner as wages are calculated for other forms of paid leave time.

#### ***Integration With Other Benefits***

It is a Teammate's responsibility to apply for any applicable benefits for which the Teammate may be eligible as a result of the illness or disability, including California State Disability Insurance, workers' compensation insurance, paid family leave benefits and/or any other disability insurance benefits. If a Teammate elects to integrate paid sick and safe leave with other paid benefits, the Company will integrate all paid benefits such that a Teammate will not be paid more than their regular compensation at any time.

#### ***Separation From Employment***

Compensation for accrued and unused paid sick and safe leave is not provided upon separation from employment for any reason. If a Teammate is rehired by the Company within one year from the date of separation, previously accrued but unused sick and safe leave will immediately be reinstated (up to the maximum of 72 hours). Rehired Teammates will be allowed immediate use of this time and to accrue additional paid sick and safe leave upon rehiring, consistent with the use and accrual limitations of this policy.

#### ***Retaliation***

The Company will not retaliate, or tolerate retaliation, against any Teammate who seeks or obtains sick leave in accordance with this policy, who makes a good-faith complaint about a PSLO violation or who communicates with any person about such a violation. In addition, the Company will not retaliate against any Teammate who informs another person about the rights under the PSLO.

#### ***Paid Sick and Safe Time (Los Angeles)***

The Company provides paid sick and safe time to eligible Teammates in compliance with the Los Angeles Minimum Wage Ordinance (LAMWO).

**The accrual only applies to eligible Teammates who do not receive sufficient Paid Sick Leave under the Company's main paid sick leave policy. Teammates who receive sufficient time under that policy do not receive additional time under this policy, unless required by law.**

## ***Eligibility***

Teammates (including full-time, part-time, temporary or seasonal Teammates) are eligible for paid sick and safe time if they perform at least two hours of work in any particular week within the geographic boundaries of the City of Los Angeles ("Los Angeles"), qualify as a Teammate entitled to the state minimum wage and have worked for the Company for 30 days or more during any 12-month period which occurs after the start of employment. The 12-month period begins on the first day the Teammate works in the City of Los Angeles.

Teammates may begin to use their accrued time beginning on July 1, 2016, or their 90<sup>th</sup> day of employment, whichever is later. Teammates who have been employed by the Company for at least 90 days prior to becoming eligible to accrue paid sick and safe time may use such leave immediately upon accrual.

## ***Annual Accrual of Paid Sick and Safe Time***

Eligible Teammates begin to accrue paid sick and safe time on July 1, 2016, or upon the first day of employment, whichever is later.

Paid sick and safe time accrues at a rate of one hour for every 30 hours worked in Los Angeles, up to a maximum accrual cap of 72 hours. Once the maximum accrual cap is reached, Teammates will not accrue additional paid sick and safe time until their accrual balance falls below the cap.

A Teammate's use of paid sick and safe time is limited to 48 hours per calendar year. Teammates based outside of Los Angeles may only use sick and safe time under this policy during times when they are scheduled to perform work in Los Angeles.

Paid sick and safe time may be used in increments of two hours or greater to cover all or just part of a workday.

Teammates will not accrue paid sick and safe time during unpaid leaves of absence.

## ***Reasons Sick and Safe Time May be Used***

Eligible Teammates may use paid sick and safe time for themselves and their family members:

- For diagnosis, care or treatment of an existing medical condition; and
- For preventive care.

Eligible Teammates may also use paid sick and safe time if the Teammate is a victim of domestic violence, sexual assault or stalking and time off is needed to:

- Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim or the victim's child;
- Seek medical attention for injuries caused by domestic violence, sexual assault or stalking;

- Obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking;
- Obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or
- 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 members” include a:

- Spouse;
- Biological, adopted or foster child, stepchild, legal ward or a child to whom the Teammate stands *in loco parentis*;
- Biological, adoptive or foster parent, stepparent, a legal guardian of a Teammate or the Teammate’s spouse or registered domestic partner, or a person who stood in *loco parentis* when the Teammate was a minor child;
- Sibling;
- Grandparent or grandchild;
- Registered domestic partner (as defined by state or local law); and
- An individual related to the Teammate by blood or affinity whose close association with the Teammate is equivalent to a family relationship.

The definition of “child” applies regardless of a child’s age or dependency status.

### ***Requesting Paid Sick and Safe Time***

Teammates should contact their supervisor to request time off. For foreseeable absences, Teammates should contact their supervisor at least one hour before the beginning of the Teammate’s start time. For unforeseeable absences, Teammates should provide notice of their intention to use sick and safe time as soon as practicable. Teammates should specify that the requested time off is for sick and safe time reasons (as opposed to, for example, vacation time), so that the absence may be designated as a paid sick and safe time absence.

### ***Rate of Pay for Sick and Safe Time***

The Company will calculate the regular rate of pay owed to a Teammate for used sick and safe time based upon one of the following methods:

- In the same manner as the regular rate of pay for the workweek in which sick time is used (regardless of whether overtime is worked that workweek); or
- By dividing total wages – excluding overtime premium pay – by total hours worked in the full pay periods of the prior 90 days of employment.

## ***Carryover***

Accrued but unused paid sick and safe time will carry over from year to year but with an overall cap of 72 hours. Therefore, once a Teammate has a bank of 72 hours of sick and safe time, no further time will be carried over or accrued until previously accrued sick and safe time is used.

## ***Separation from Employment***

Compensation for accrued and unused sick and safe time is not provided upon separation from employment for any reason. If a Teammate is rehired by the Company within 12 months of separation from employment, previously accrued but unused sick and safe time will immediately be reinstated (up to the maximum of 72 hours). Rehired Teammates will be allowed immediate use of this time and to accrue additional paid sick days upon rehiring, consistent with the use and accrual limitations of this policy.

## ***Confidentiality***

The Company will keep confidential the health information of the Teammate or Teammate's covered family member, as well as information related to domestic violence, sexual assault, or stalking perpetrated against the Teammate. Such information will not be disclosed except to the affected Teammate or as required by law.

## ***Effect on Other Rights and Policies***

The Company may provide other forms of leave for Teammates to care for medical conditions or for issues related to domestic violence, sexual assault, or stalking under certain federal, state, and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state, or municipal law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Teammates should contact their Human Resources representative for information about other federal, state, and municipal domestic violence, sexual assault, stalking, medical or family leave rights.

## ***No Discrimination or Retaliation***

The Company prohibits discrimination and/or retaliation against Teammates for requesting or using paid sick and safe time for authorized circumstances, participating in proceedings related to the LAMWO, opposing any practice prohibited by the LAMWO or seeking to enforce or otherwise assert rights under the LAMWO by lawful means. In addition, the Company prohibits discrimination and/or retaliation against any Teammate for making a good-faith complaint or report about alleged noncompliance with the LAMWO, informing any person about their rights under the law or assisting a person in asserting those rights.

## ***Paid Sick and Safe Time [San Diego]***

The Company provides paid sick and safe time to eligible Teammates in compliance with the City of San Diego Earned Sick Leave and Minimum Wage Ordinance (ESLO).

**The accrual only applies to eligible Teammates who do not receive sufficient Paid Sick Leave under the Company's main paid sick leave policy. Teammates who receive sufficient time under that policy do not receive additional time under this policy, unless required by law.**

## ***Eligibility***

Teammates (including full-time, part-time, and temporary Teammates) are eligible for paid sick and safe time if they perform at least two hours of work in a calendar week within the geographic boundaries of the City of San Diego (San Diego) and qualify as a Teammate entitled to the state minimum wage or as a participant in a State of California Welfare-to-Work Program.

Teammates may begin to use their accrued time beginning their 90th day of employment, whichever is later.

## ***Annual Accrual of Paid Sick and Safe Time***

Eligible Teammates begin to accrue paid sick and safe time on July 11, 2016, or upon the first day of employment, whichever is later.

Paid sick and safe time accrues at a rate of one hour for every 30 hours worked in San Diego, up to a maximum accrual cap of 80 hours. One hour of paid sick and safe time will accrue upon completion of the entire 30 hours worked and will not accrue in increments of less than one hour or for fractions of the 30-hour work period. The number of hours a nonexempt Teammate is deemed to work each week will be based on time records and include all hours worked, including overtime hours. Exempt Teammates are assumed to work 40 hours per workweek, unless their normal workweek is fewer than 40 hours per week, in which case accrued paid sick and safe time is based upon that normal workweek.

Paid sick and safe time may be used in increments of one hour or greater to cover all or just part of a workday.

A Teammate's use of paid sick and safe time is limited to 40 hours per calendar year.

Teammates will not accrue paid sick and safe time during unpaid leaves of absence.

Teammates are not required to find a Teammate to cover their work when they take paid sick and safe time.

## ***Reasons Sick and Safe Time May be Used***

Teammates may use paid sick and safe time for the following reasons:

- When the Teammate is ill, injured or receiving medical care, treatment or diagnosis;
- When the Teammate requires leave for other medical reasons, such as pregnancy or obtaining a physical examination;
- To care for or assist an eligible family member who is ill, injured or receiving medical care, treatment or diagnosis of a medical condition; or
- If the Teammate's place of business is closed or the Teammate 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.

Teammates may also use paid sick and safe time if needed because of domestic violence, sexual assault or stalking, so long as the time is used to obtain one or more of the following for the Teammate or the Teammate's family member:

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

For purposes of this policy, "family members" include a:

- Spouse;
- Biological, adopted or foster child, stepchild, legal ward or a child to whom the Teammate stands *in loco parentis*;
- Biological, adoptive or foster parent, stepparent, a legal guardian of a Teammate or the Teammate's spouse or registered domestic partner, or a person who stood *in loco parentis* when the Teammate was a minor child;
- Sibling;
- Grandparent or grandchild; and
- Registered domestic partner (as defined by state or local law), as well as the child or parent of a registered domestic partner.

### ***Requesting Paid Sick and Safe Time***

When the need for paid sick and safe time use is foreseeable, Teammates must provide reasonable advance notice to their supervisor, not to exceed seven days before the date sick leave will begin for any absence from work. If the need for paid sick and safe time is unforeseeable, Teammates must provide notice to their supervisor of the need to use the time as soon as practicable. In all circumstances, Teammates must specify that the requested time off is for sick or safe time reasons (as opposed to, for example, vacation time), so that the absence may be designated accordingly.

### ***Rate of Pay for Sick and Safe Time***

For nonexempt Teammates, sick and safe time will be paid at the regular rate of pay for the work week in which the Teammate uses the leave. For exempt Teammates, sick and safe time will be paid at the same rate or in the same manner used to calculate compensation for paid working time.

## ***Carryover***

Accrued but unused paid sick and safe time will carry over from year to year.

## ***Separation From Employment***

Compensation for accrued and unused sick and safe time is not provided upon separation from employment for any reason. If a Teammate is rehired by the Company within six months of separation from employment, previously accrued but unused sick and safe time will immediately be reinstated. Rehired Teammates will be allowed immediate use of this time and to accrue additional paid sick days upon rehiring, consistent with the use limitations of this policy.

## ***Confidentiality***

The Company will keep confidential the medical or other personal information about a Teammate or Teammate's covered family member. Such information will not be disclosed except with the permission of the affected Teammate or as required by law.

## ***Effect on Other Rights and Policies***

The Company may provide other forms of leave for Teammates to care for medical conditions or for issues related to domestic violence under certain federal, state, and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state, or municipal law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Teammates should contact their Human Resources representative for information about other federal, state, and municipal domestic violence, medical or family leave rights.

## ***No Discrimination or Retaliation***

The Company will not retaliate, or tolerate retaliation, against any Teammate who seeks or obtains sick and safe time in accordance with this policy, who makes a good-faith complaint about a possible ESLO violation or who communicates with any person about such a violation. In addition, the Company will not retaliate against any Teammate who informs another person about their potential rights under the ESLO.

## ***San Francisco Public Health Emergency Leave***

The Company provides public health emergency leave ("PHEL") to eligible Teammates in compliance with San Francisco's Public Health Emergency Leave Ordinance (the "Ordinance") in accordance with Proposition G/Article 33P.

## ***Eligibility***

All Teammates (including full-time, part-time and temporary Teammates) who work in San Francisco are eligible to receive PHEL from the Company.

## ***Amount of PHEL***

On January 1, 2023, and each January 1 thereafter, eligible Teammates will be provided up to eighty (80) hours of PHEL as follows:

- Teammates with a full-time, regular, or fixed schedule will be provided an amount of PHEL equal to the number of hours the Teammate regularly works or takes paid leave over a two-week period.
- Eligible Teammates whose weekly hours vary will be provided an amount of PHEL equal to the average number of hours over a two-week period that the Teammate worked or took paid leave during the previous calendar year, or since the beginning of employment if the Teammate became employed after the first day of the previous calendar year.

If a Teammate was not employed on January 1 of a given year, then on the start date of the first public health emergency that begins during the Teammate's employment, eligible Teammates will be provided up to eighty (80) hours of PHEL as follows:

- Teammates with a full-time, regular, or fixed schedule will be provided an amount of PHEL equal to the number of hours the Teammate regularly works or takes paid leave over a two-week period.
- Eligible Teammates whose weekly hours vary will be provided an amount of PHEL equal to the average number of hours over a two-week period that the Teammate worked or took paid leave during the previous six months, or since the Teammate's start date if the Teammate has been employed for fewer than six months.

PHEL that remains unused at the end of the calendar year will be lost and will not carry over from one year to the next.

### ***Using PHEL***

Eligible Teammates may use PHEL during a public health emergency<sup>1</sup> if they cannot work (or telework) due to one of the following reasons:

- The recommendations or requirements of an individual or general federal, state, or local health order (including an order issued by the local jurisdiction in which a Teammate or a family member for whom the Teammate is caring resides) related to the public health emergency.
- The Teammate has been advised by a healthcare provider to isolate or quarantine.
- The Teammate is experiencing symptoms of and seeking a medical diagnosis, or has received a positive medical diagnosis, for a possible infectious, contagious, or communicable disease associated with the public health emergency.
- The Teammate is caring for a covered family member who is subject to an individual or general federal, state, or local health order (including an order issued by the local jurisdiction in which a Teammate resides), has been advised by a healthcare provider to isolate or quarantine, or is experiencing symptoms as described in the bullet point above.

- The Teammate is caring for a covered family member if the school or place of care of the family member has been closed, or the care provider of such family member is unavailable, due to the public health emergency.
- An air quality emergency<sup>2</sup>, if the Teammate primarily works outdoors and is a member of a “vulnerable population” (a person who has been diagnosed with heart or lung disease; has respiratory problems including but now limited to asthma, emphysema, and chronic obstructive pulmonary disease; is pregnant; or is age 60 or older).

For purposes of this policy, a “family member” includes the Teammate’s child; parent; legal guardian or ward; sibling; grandparent; grandchild; spouse; registered domestic partner under any state or local law, or the Teammate’s designated person.

PHEL may be taken in one (1) hour increments of time.

PHEL is available to newly hired eligible Teammates for immediate use, in accordance with this policy.

#### ***Requesting PHEL***

Teammates must notify Human Resources of their need to use PHEL – either orally or in writing – as soon as practicable. Teammate’s status as a member of a vulnerable population. The Company reserves the right to require documentation to verify a Teammate’s need for PHEL under other circumstances to the extent permitted by applicable law.

#### ***Rate of Pay***

For non-exempt Teammates, PHEL pay will be calculated in the same manner as the regular rate of pay for the workweek in which the Teammate uses PHEL, whether or not the Teammate actually works overtime in that workweek.

For exempt Teammates, payment for PHEL is calculated in the same manner as wages are calculated for other forms of paid leave time.

#### ***Discipline for Unprotected Use of PHEL***

Discipline – up to and including termination – may be taken against a Teammate who uses PHEL for a purpose not covered by, or in a manner not consistent with, the Ordinance. In addition, discipline— up to and including termination— may be taken against n Teammate who violates this policy’s requirements concerning requesting, using, recording, verifying, and/or documenting use of PHEL.

#### ***Effect on Other Rights and Policies***

PHEL is separate from, and does not affect or limit, any existing paid leave benefits provided to Teammates under other Company policies or applicable law, including but not limited to vacation and paid sick leave under California’s Healthy Workplaces, Healthy Families Act and the San Francisco Paid Sick Leave Ordinance. Teammates remain eligible to use any available and

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<sup>2</sup> An Air Quality Emergency means a day when the Bay Area Air Quality Management District issues a Spare the Air Alert.

applicable paid leave benefits. PHEL may be used prior to or in lieu of using any other paid time off.

The Company may provide other forms of leave for Teammates to care for their own or a family member's medical conditions under certain federal, state and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state or municipal law, provided eligibility requirements for that law are met.

It is a Teammate's responsibility to apply for any applicable benefits for which the Teammate may be eligible as a result of the illness or disability, including California State Disability Insurance, workers' compensation insurance, paid family leave benefits and/or any other disability insurance benefits. If a Teammate elects to integrate PHEL with other paid benefits, the Company will integrate all paid benefits such that a Teammate will not be paid more than their regular compensation at any time.

### ***Separation from Employment***

The Company does not pay a Teammate for unused PHEL upon the Teammate's separation from employment for any reason.

### ***No Discrimination or Retaliation***

The Company prohibits discrimination and/or retaliation against Teammates who request or use PHEL for qualifying reasons consistent with the provisions of this policy and applicable law. So long as the Notice provisions outlined above are followed, the Company will not count a Teammate's use of PHEL as an absence or "occurrence" under any Company attendance policy. Therefore, any such use of PHEL will not lead to or result in discipline, demotion, suspension, or termination.

The Company will not retaliate, or tolerate retaliation, against any Teammate who seeks or obtains PHEL in accordance with this policy, who makes a good-faith complaint about a violation under the Ordinance or who communicates with any person about such a violation. In addition, the Company will not retaliate against any Teammate who informs another person about their rights under the Ordinance.

### ***Additional Information Regarding the Ordinance***

This policy is subject to modification pending any changes to judicial or regulatory guidance issued regarding the Ordinance. The policy should be construed in such a way as to be in harmony with the requirements set forth in any such guidance.

Please contact Human Resources for additional information about PHEL and whether you may be eligible for leave under this policy.

### ***Family and Medical Leave (California Family Right Act)***

The Company will grant time off to Teammates in accordance with the requirements of the California Family Rights Act ("CFRA") and the federal Family and Medical Leave Act (Fed-FMLA). Where both the CFRA and Fed-FMLA apply, the leave provided by each will count against the Teammate's entitlement under both laws and must be taken concurrently. A Teammate who is eligible for leave under only one of these laws will receive benefits in accordance with that law

only. In any case, Teammates will be eligible for the most generous benefits available under applicable law.

The following policy addresses Teammate rights under the CFRA only. Teammates should refer to the Handbook for additional detail regarding the Fed-FMLA.

### ***Teammate Eligibility***

To be eligible for CFRA leave, Teammates must have been employed by the Company for a total of at least 12 months (52 weeks) at any time prior to the commencement of the leave and have worked at least 1,250 hours over the previous 12 months as of the start of the leave.

### ***Qualifying Reasons for Leave***

Eligible Teammates may request leave under the CFRA for one or more of the following reasons:

- For the birth of a Teammate's child or the placement of a child with the Teammate for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
- To care for the Teammate's spouse or registered domestic partner, child (regardless of age or dependency status), parent, grandparent, grandchild, sibling or designated person with a serious health condition;
- For the Teammate's own serious health condition, except for disability from pregnancy, childbirth, or a related medical condition; or
- For a qualifying exigency related to the covered active duty or call to covered active duty of a Teammate's spouse, domestic partner, child, or parent in the Armed Forces of the United States.

For purposes of this policy, a "parent" includes a biological, foster or adoptive parent, a stepparent, parent-in-law, a legal guardian or other person who stood *in loco parentis* to the Teammate when the Teammate was a child.

A "designated person" means any individual related by blood or whose association with the Teammate is the equivalent of a family relationship. Teammates may identify a designated person at the time they request CFRA leave. Teammates are limited to one designated person per 12-month period.

"Serious health condition" means an illness, injury (including, but not limited to, on-the-job injuries), impairment or physical or mental condition that involves either:

- Inpatient care (including, but not limited to, substance abuse treatment) in a hospital, hospice, or residential medical care facility, including any period of incapacity (that is, inability to work, attend school or perform other regular daily activities) or any subsequent treatment in connection with this inpatient care; or
- Continuing treatment (including, but not limited to, substance abuse treatment) or continuing supervision by a health care provider that includes one or more of the following:

- A period of incapacity (that is, 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) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves treatment two or more times via an in-person visit to a health care provider, or at least one visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider;
- Any period of incapacity or treatment for incapacity due to a chronic serious health condition that requires periodic visits to a health care provider, continues over an extended period of time and may cause episodic incapacity;
- A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, such as Alzheimer's, a severe stroke and the terminal stages of a disease; or
- Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider either for (a) restorative surgery after an accident or other injury; or (b) a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

### ***Length of Leave***

Teammates are entitled to a maximum of 12 workweeks of CFRA leave in a 12-month period. The applicable "12-month period" used by the Company is the rolling 12-month period measured backward from the date a Teammate uses CFRA leave. Under this method the 12-month period is measured backward from the day the Teammate uses any CFRA leave.

CFRA leave is not available when a Teammate is disabled by pregnancy, childbirth, or a related condition. However, Teammates disabled by pregnancy, childbirth or a related medical condition may be entitled to pregnancy disability leave under California law and the Federal FMLA. Federal FMLA leave will generally run concurrently with pregnancy disability leave. CFRA leave is in addition to and will not run concurrently with leave taken in accordance with California's pregnancy disability leave law.

When CFRA leave is for the birth or placement of a child and both parents work for the Company, they will each be allowed up to 12 weeks of CFRA leave within 12 months of the child's birth or placement.

When the reason for CFRA leave is the Teammate's serious health condition, which also constitutes a "disability" under California's Fair Employment and Housing Act ("FEHA"), and the Teammate cannot return to work at the conclusion of the CFRA leave, the Company will engage in an interactive process to determine whether an extension of leave would be a reasonable accommodation under the FEHA.

### ***Intermittent or Reduced Schedule Leave***

Under some circumstances, Teammates may take CFRA leave intermittently, which means taking leave in blocks of time or reducing the Teammate's normal weekly or daily work schedule. A Teammate may take leave intermittently or on a reduced schedule whenever it is medically

necessary to care for the Teammate's child, parent, spouse, registered domestic partner or registered domestic partner's child with a serious health condition or because the Teammate has a serious health condition. The medical necessity of the leave must be determined by the health care provider of the person with the serious health condition.

Intermittent or reduced schedule leave may also be taken for absences where the Teammate or their family member is incapacitated or unable to perform the essential functions of the job because of a chronic serious health condition, even if the person does not receive treatment by a health care provider.

Leave due to military exigencies may also be taken on an intermittent or reduced leave schedule basis.

Leave taken intermittently may be taken in increments of no less than one hour. Teammates who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Please contact Human Resources prior to scheduling medical treatment. If CFRA Leave is taken intermittently or on a reduced schedule basis due to planned medical treatment, the Company may require Teammates to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If a Teammate using intermittent leave or working a reduced schedule finds it physically impossible to start or stop work mid-way through a shift in order to take CFRA leave and is therefore forced to be absent for the entire shift, the entire period will be counted against the Teammate's CFRA entitlement. However, if there are other aspects of work that the Teammate is able to perform that are not physically impossible, then the Teammate will be permitted to return to work, thereby reducing the amount of time to be charged to the Teammate's CFRA entitlement.

CFRA leave for Bonding Leave does not have to be taken in one continuous period of time, but the minimum duration is two weeks. However, the Company will grant a request for CFRA leave lasting less than two weeks' twice during the 12-week period. Additional requests for Bonding Leave lasting less than two weeks may be directed to Human Resources and will be considered on a case-by-case basis depending on the needs of the Company. If the request is granted, the Company may require the Teammate to transfer temporarily to an available alternative position. Bonding Leave must be concluded within one year of the birth or placement of the child.

### ***Requesting Leave***

Teammates who wish to take planned family or medical leave must notify Human Resources with reasonable promptness when they become aware of the need for leave and should identify the planned dates of the leave. The Company may require Teammates to provide written notice of the need for leave, except where written notice is not possible because of the need for immediate health care consultation or treatment.

When the need for the leave is foreseeable (such as for the expected birth or placement of a child) Teammates must, if possible, provide at least 30 days' advance notice. For events that are unforeseeable, Teammates should notify the Company (at least verbally) as soon as they learn of the need for leave.

Teammates who need CFRA leave that is foreseeable due to a planned medical treatment should make reasonable efforts to schedule leave to avoid disruption to Company operations.

In addition to other notice provisions, Teammates requesting leave for CFRA qualifying reasons must respond to any questions designed to determine whether an absence is potentially qualifying for leave under this policy. Failure to respond to permissible inquiries regarding the leave request may result in denial of CFRA leave protections.

### ***Certification of Health Care Provider***

When the leave relates to medical issues (i.e., the serious health condition of a Teammate or family member), Teammates will be required to provide a medical certification within 15 calendar days of the Company's request, unless it is not practicable to do so. Certification forms are available from Human Resources. Teammates on CFRA leave for their own or a family member's serious health condition may be required to provide a recertification when the original certification expires, if additional leave is requested.

At the Company's expense, the Company may also require a second medical opinion regarding a Teammate's own serious health condition. Teammates are expected to cooperate with the Company in obtaining additional medical opinions that the Company may require.

### ***Qualifying Exigency Leave Requirements***

Teammates are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered servicemember's active-duty orders when the Teammate requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the servicemember's leave; and
- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from Human Resources.

### ***Failure to Provide Notice or Certification and to Return From Leave***

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If a Teammate fails to return to work at the leave's expiration and has not obtained an extension of the leave, the Company may presume that the Teammate does not plan to return to work and has voluntarily terminated their employment.

### ***Benefits***

The Company will continue making contributions for a Teammate's group health benefits during a leave on the same terms as if the Teammate had continued to work. This means that, if a Teammate wants benefits coverage to continue during CFRA leave, the Teammate must continue to make any premium payments they were required to make for themselves or their dependents prior to the leave. Teammates will generally be provided with group health benefits for a 12-workweek period. In some instances, the Company may recover premiums it paid on a

Teammate's behalf to maintain health coverage if the Teammate fails to return to work following CFRA leave for reasons other than the continuation, recurrence, or onset of a serious health condition or circumstances beyond the Teammate's control.

A Teammate's length of service will remain intact but benefits such as vacation and sick leave may not accrue while on an unpaid CFRA leave.

No loss of benefits accrued prior to the leave will occur as a result of leave under the CFRA, but Teammates are not entitled to any benefit or position that they would not have been entitled to if they did not take the leave.

### ***Compensation During Leave***

Leave taken under this policy is generally unpaid, although depending upon the circumstances, Teammates may be eligible to receive benefits through state-sponsored programs or the Company's sponsored wage-replacement benefit programs. Also, Teammates may choose to use accrued vacation and sick leave, to the extent permitted by law and the Company's policy. If Teammates elect to have wage-replacement benefits and accrued paid leave integrated, the integration may be arranged such that Teammates will receive no greater compensation than their regular compensation during this period. The use of paid benefits will not extend the length of CFRA leave.

### ***Job Reinstatement***

Under most circumstances, Teammates will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. If a Teammate becomes unqualified during CFRA leave as a result of not attending a necessary course, or renewing a license, the Teammate will be given a reasonable opportunity to fulfill those conditions upon returning to work. Further, the Company may grant a Teammate's request to work a different shift, in a different or better position, or in a different location, that is better suited to the Teammate's personal needs upon returning from CFRA leave. The Company will also consider a reasonable accommodation under the FEHA if the Teammate is returning from CFRA leave for their own serious health condition. However, Teammates have no greater right to reinstatement than if they had been continuously employed rather than taken leave. For example, if a Teammate would have been laid off or the Teammate's position would have been eliminated even if they had not gone on leave, then the Teammate will not be entitled to reinstatement. However, if a Teammate has been replaced or the Teammate's position was restructured to accommodate the Teammate absence, the Teammate is entitled to reinstatement. The Company will not limit or deny reinstatement from CFRA leave on the basis that a Teammate is considered a "key Teammate" under the FMLA.

Prior to being allowed to return to work, a Teammate wishing to return from leave for their own serious health condition must submit an acceptable release from a health care provider that certifies the Teammate is able to resume work. For a Teammate on intermittent or reduced schedule CFRA leave, such a release may be required up to once every 30 days if reasonable safety concerns exist regarding the Teammate's ability to perform their duties, based on the serious health condition for which the Teammate took the intermittent or reduced schedule leave.

Documents relating to medical certifications, recertifications or medical histories of Teammates or Teammates' family members will be maintained separately and treated as confidential medical records, except that in some legally recognized circumstances, the records (or information in

them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.

### ***Fraudulent Use of CFRA Leave Prohibited***

A Teammate who fraudulently obtains CFRA Leave from the Company is not protected by the CFRA's job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against a Teammate due to such fraud.

### ***Nondiscrimination***

The Company takes its CFRA leave obligations very seriously and will not interfere with, restrain, or deny the exercise of any rights provided by the CFRA. We will not terminate or discriminate against any individual for exercising their right to family and medical leave under the CFRA or for giving information or testimony regarding their own or another person's leave in an inquiry or proceeding related to rights under the CFRA. If a Teammate believes that their CFRA rights have been violated in any way, they should immediately report the matter to Human Resources.

## **Pregnancy and Pregnancy-Related Disabilities Leave and Accommodation**

### ***Pregnancy Disability Leave***

Any Teammate who is disabled by pregnancy, childbirth or a related medical condition (including medical conditions relating to lactation) is eligible for up to four months of pregnancy disability leave. If a Teammate is also eligible for leave under the federal Family and Medical Leave Act (Fed-FMLA), the Fed-FMLA leave, and the pregnancy disability leave will run concurrently.

For purposes of this policy, Teammates are "disabled by pregnancy" when, in the opinion of their health care provider, they cannot work at all or are unable to perform any one or more of the essential functions of their job or to perform them without undue risk to themselves, the successful completion of their pregnancy or other persons as determined by a health care provider. The term "disabled" also applies to certain pregnancy-related conditions, such as severe morning sickness or the need to take time off for prenatal or postnatal care, bed rest, post-partum depression and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

### ***Reasonable Accommodation for Pregnancy-Related Disabilities***

Any Teammate who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. Teammates are "affected by pregnancy" if they are pregnant or have a related medical condition and their health care provider has certified that it is medically advisable for the Teammate to temporarily transfer or to receive some other accommodation.

The Company will provide a temporary transfer to a less-strenuous or -hazardous position or duties or other accommodation to a Teammate affected by pregnancy if:

- The Teammate requests a transfer or other accommodation;
- The request is based upon the certification of a health care provider as "medically advisable"; and

- The transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

No additional position will be created, and the Company will not terminate another Teammate, transfer another Teammate with more seniority, or promote or transfer any Teammate who is not qualified to perform the new job as a part of the accommodation process.

Examples of reasonable accommodations include: (1) modifying work schedules to provide earlier or later hours; (2) modifying work duties, practices, or policies; (3) providing time off; (4) providing furniture (such as stools) and modifying equipment and devices; and (5) providing additional break time for lactation or trips to the restroom. If time off or a reduction in hours is granted as a reasonable accommodation, the Company will consider the reduced hours/time off as pregnancy disability leave and deduct those hours from a Teammate's four-month leave entitlement.

#### ***Advance Notice and Medical Certification***

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, Teammates must provide the Company with:

- 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
- As much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not possible; and
- A signed medical certification from their health care provider that states that they are disabled due to pregnancy or that it is medically advisable for them to be temporarily transferred or to receive some other requested accommodation.

The Company may require Teammates to provide a new certification if they request an extension of time for their leave, transfer or other requested accommodation.

Failure to provide the Company with reasonable advance notice may result in the delay of leave, transfer, or other requested accommodation.

#### ***Duration***

The Company will provide Teammates with pregnancy disability leave for a period not to exceed four months. The four months is defined as the number of days (and hours) the Teammate would normally work within four calendar months or 17.33 workweeks. This leave may be taken intermittently or on a continuous basis, as certified by the Teammate's health care provider.

The Company may require a Teammate to temporarily transfer to an available alternative position to meet the medical need of the Teammate to take intermittent leave or work on a reduced schedule as certified by the Teammate's health care provider. The Teammate must be qualified for the alternative position, which will have an equivalent rate of pay and benefits, but not necessarily equivalent job duties.

Any temporary transfer or other reasonable accommodation provided to a Teammate affected by pregnancy will not reduce the amount of pregnancy disability leave time the Teammate has

available unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

The length of the transfer or other accommodation will depend upon the period of time for which it is medically advisable.

### **Benefits**

The Company will maintain a Teammate's health insurance benefits during a Teammate's pregnancy disability leave for a period of up to four months (as defined above) on the same terms as they were provided prior to the leave time. If Teammates take additional time off following a pregnancy disability leave that qualifies as leave under the California Family Rights Act (CFRA) the Company will continue their health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

In some instances, the Company may recover premiums it paid to maintain health insurance benefits if a Teammate fails to return to work following pregnancy disability leave for reasons other than taking additional leave afforded by law or Company policy or not returning due to circumstances beyond the Teammate's control.

Pregnancy disability leaves and accommodations that require Teammates to work a reduced work schedule or to take time off from work intermittently are unpaid. Teammates may use their accrued vacation, sick or other paid time off (PTO) benefits during the unpaid leave of absence, if applicable. However, use of sick, vacation or other PTO benefits will not extend the available leave of absence time. Sick, vacation and other PTO leave hours will not accrue during any unpaid portion of the leave of absence, and Teammates will not receive pay for official holidays that are observed during their leave of absence except during those periods when they are substituting vacation or sick leave for unpaid leave.

Any State Disability Insurance for which Teammates are eligible may be integrated with accrued vacation, sick leave or other PTO benefits so that they do not receive more than 100 percent of their regular pay.

### **Reinstatement**

If the Teammate and the Company have agreed upon a definite date of return from the leave of absence or transfer, the Teammate will be reinstated on that date if they notify the Company that they are able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, the Teammate will be returned to work within two business days, where feasible, after notifying the Company of their readiness to return.

Before Teammates will be allowed to return to work in their regular job following a leave of absence or transfer, they must provide Human Resources with a certification from their health care provider that they can perform safely all of the essential duties of the position, with or without reasonable accommodation. If Teammates do not provide such a release prior to or upon reporting for work, they will be sent home until a release is provided. This time before the release is provided will be unpaid.

Teammates will be returned to the same position upon the conclusion of their leave of absence or transfer unless the position ceases to exist. In cases where the Teammate's position no longer exists, the Company will provide a comparable position on the scheduled return date or within 60

calendar days of that return date. However, Teammates will not be entitled to any greater right to reinstatement than if they had not taken the leave.

To the extent required by law, some extensions beyond a Teammate's pregnancy disability leave entitlement may be granted when the leave is necessitated by a Teammate's injury, illness or "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law.

The Company will not discriminate or retaliate against Teammates because they request or make use of leave, a transfer or other accommodations in accordance with this policy. This policy does not limit a pregnant Teammate's rights under any other policy or laws protecting gender, pregnancy and childbirth, or health conditions related to pregnancy or childbirth.

Teammates who have questions about this policy or who wish to request leave, transfer or other reasonable accommodation under this policy should contact Human Resources.

### **Crime Victim Leave**

The Company will provide time off to any Teammate who is a victim, as that term is defined in this policy, so that the Teammate may obtain or attempt to obtain relief and to help ensure the health, safety or welfare of the Teammate or the Teammate's child. For purposes of this policy, "victim" includes 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.

"Relief" includes, but is not limited to, a temporary restraining order, restraining order or other injunctive relief. "Immediate family member" includes the Teammate's:

- Child, regardless of age (including a biological, adopted, step-, or foster child; legal ward; child of a domestic partner; child to whom the Teammate stands *in loco parentis*; or person to whom the Teammate stood *in loco parentis* when the person was a minor);
- Parent (including a biological, adoptive, step-, foster parent or legal guardian of the Teammate or the Teammate's spouse or domestic partner or a person who stood *in loco parentis* when the Teammate or Teammate's spouse or domestic partner was a minor child);
- Sibling (including a biological, foster, step-, half- or adoptive sibling);
- Spouse or registered domestic partner; or
- Any other individual whose close association with the Teammate is the equivalent of such family relationships.

Any Teammate against whom any crime has been committed will also be permitted time off to appear in court to comply with a subpoena or other court order as a witness in a judicial proceeding.

Teammates should give the Company reasonable notice of the need for leave, unless advance notice is not feasible. When an unscheduled absence occurs, the Company may require the Teammate to provide written certification of the need for time off. Any of the following will be

considered sufficient certification: a police report indicating the Teammate was a victim; a court order protecting or separating the Teammate from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the Teammate has appeared in court; documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider or counselor that the Teammate was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse; or any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the Teammate, or an individual acting on the Teammate's behalf, certifying that the absence is for an authorized purpose.

Additionally, a Teammate who is a victim may take time off for any of the following reasons: (1) to seek medical attention for injuries caused by the crime or abuse; (2) 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; (3) to obtain psychological counseling or mental health services related to an experience of crime or abuse; and (4) to participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

If the reason for the leave is also covered by the federal Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), the leave pursuant to this policy and FMLA/CFRA will run concurrently. Additionally, the length of leave under this policy is limited to that provided under the FMLA. For example, a Teammate is not entitled to time off due to reasons in this policy if they have already exhausted the maximum 12 weeks of leave under the FMLA.

Teammates may use accrued paid time off, such as vacation time, in order to receive compensation during the leave of absence.

Teammates may also be entitled to a reasonable accommodation under the Company's Accommodation for Victims of Domestic Violence, Sexual Assault or Stalking policy and to additional leave under the Company's Leave to Attend Judicial Proceedings Related to Certain Felonies policy and Leave to Attend Court Proceedings for Serious Crimes policy. Teammates should consult those policies and/or Human Resources for additional information. The Company will keep all information submitted in connection with a Teammate's request for leave confidential to the extent permissible by law. If the law requires disclosure of information, the Company will notify the Teammate before any information is released.

The Company will not discriminate or retaliate against any Teammate because of the Teammate's status as a victim of crime or abuse, if the Teammate provides the Company notice of such status, the Company has actual knowledge of such status, or the Teammate takes or requests leave in accordance with this policy.

Teammates who have questions about this policy or who wish to request a leave of absence under this policy should contact their Human Resources representative.

### **Time Off to Vote**

The Company encourages all Teammates to fulfill their civic responsibilities and to vote in official public elections. Most Teammates' schedules provide sufficient time to vote either before or after working hours.

Any Teammates who do not have sufficient time outside of working hours to vote in a statewide public election, while the polls are open, may take up to two hours off from work, without loss of pay. Any additional time off will be without pay. Teammates must take the time off at the beginning or end of their regular work schedule, whichever allows the greatest amount of free time for voting and the least amount of time off from work, unless mutually agreed otherwise.

Teammates must provide at least two working days' notice of the need for leave when, on the third working day prior to the election day, the Teammate knows or has reason to believe they will need time off to vote on election day. Otherwise, Teammates must give reasonable notice of the need to have time off to vote.

## **Overtime**

When operating requirements or other needs cannot be met during regular working hours, Teammates may be scheduled to work overtime. **All overtime must be approved in advance by the Teammate's supervisor.** Working overtime without prior authorization may result in disciplinary action up to and including termination of employment.

All nonexempt Teammates in California will be paid a premium for overtime hours as follows:

1. One and one-half times their regular rate of pay for all hours worked in excess of 8 per workday, up to 12, or in excess of 40 in a workweek;
2. One and one-half times their regular rate of pay for the first 8 hours on the seventh consecutive day of work in a workweek; and
3. Double the regular rate of pay for all hours worked in excess of 12 in a workday and after 8 hours on the seventh consecutive day of work in a workweek.

All nonexempt Teammates are entitled to at least one day of rest every seven days in a workweek unless certain exceptions apply as described in the Company's Day of Rest Policy. A Teammate may independently and voluntarily choose not to take a day of rest and confirm such choice in writing with the Company.

## **Meal and Rest Periods**

The Company complies with federal and state legal requirements concerning meal and rest periods. The Company recognizes that Teammates perform at their best when they have the rest and nourishment they need. This policy explains when the Company expects Teammates to take meal and rest periods.

### **Meal Periods**

The Company provides at least a 30-minute meal period to Teammates who work more than five hours in a work period and a second 30-minute meal period to Teammates who work more than 10 hours in a work period, unless they have elected to waive a meal period in accordance with the Company's policy and state law. Under certain circumstances, Teammates can voluntarily elect to waive a meal period. Meal Period Waiver Forms are available from Human Resources.

When a Teammate works for a work period of more than five hours, the Company will provide a 30-minute meal period to start within the first five hours of work (e.g., if the Teammate begins

work at 8 a.m., the meal period will be provided to start no later than 1 p.m.). When a Teammate works for a work period of more than 10 hours, the Company will provide a second 30-minute meal period to start within the first ten hours of work (e.g., if the Teammate begins work at 8 a.m. and takes a first unpaid meal period of exactly 30 minutes, the second meal period will be provided to start no later than 6:30 p.m.).

Teammates are relieved of all of their duties during meal periods and are allowed to leave the premises.

The Company provides meal periods as follows:

<b>Number of Hours Worked in a Work Period</b>	<b>Number of Meal Periods Provided</b>	<b>Comments</b>
0 to $\leq$ 5.0	0	A Teammate who does not work more than five hours in a work period is not provided with a meal period.
> 5.0 to $\leq$ 10.0	1	A Teammate who works more than five hours in a work period, but who does not work more than ten hours in a work period, is provided with a 30-minute meal period to start within the first five hours of work, subject to any meal period waiver in effect.
> 10.0	2	A Teammate who works more than 10 hours in a work period is provided with a second 30-minute meal period to start within the first 10 hours of work, subject to any meal period waiver in effect. The meal period waiver will be invalidated if the Teammate works more than 12 hours.

The Company does not pay non-exempt Teammates for meal periods, and consequently, non-exempt Teammates must record the start and stop times of their meal periods.

### ***Rest Periods***

Non-exempt Teammates are authorized and permitted to take a 10-minute paid rest period for every four hours worked, or major fraction thereof. Teammates are relieved of all of their duties

during rest periods and are allowed to leave the premises. The Company authorizes and permits rest periods as follows:

<b>Number of Hours Worked in a Work Period</b>	<b>Number of 10-Minute Rest Periods</b>	<b>Comments</b>
0 to < 3.5	0	A non-exempt Teammate who works less than 3.5 hours in a work period is not entitled to a rest period.
3.5 to $\leq$ 6	1	A non-exempt Teammate who works 3.5 to 6 hours in a work period is entitled to one 10-minute rest period.
> 6.0 to $\leq$ 10.0	2	A non-exempt Teammate who works more than 6 hours in a work period but who does not work more than 10 hours in a work period is entitled to two 10-minute rest periods.
> 10.0 to $\leq$ 14.0	3	A non-exempt Teammate who works more than 10 hours in a work period but who does not work more than 14 hours in a work period is entitled to three 10-minute rest periods.
<b><i>** Non-exempt Teammates who work more than 14 hours in a work period may be entitled to additional rest periods.</i></b>		

Whenever practicable, rest periods should be taken near the middle of each four-hour work period. Teammates may not accumulate rest periods or use rest periods as a basis for starting work late, leaving work early, or extending a meal period.

Because rest periods are paid, non-exempt Teammates should not clock out for them.

### ***Responsibilities***

Supervisors are responsible for administering their department's meal and rest periods.

Any non-exempt Teammate who is not provided with a meal period or authorized and permitted to take a rest period pursuant to the terms of this Policy is immediately entitled to a meal or rest period premium. Supervisors will be responsible for authorizing meal or rest period premiums. Any supervisor who knows or should reasonably know that a meal or rest period was not provided in accordance with this Policy should arrange for a premium to issue to the Teammate. Teammates are responsible for reporting to their supervisor any meal period that was not provided or any rest period not authorized and permitted where the supervisor would have no reason to

otherwise know of this fact. Teammates who feel they are owed a premium as a result of this Policy, but have not received the premium, should report the missing premium immediately to their supervisor.

### **Lactation Accommodation**

Teammates have the right to request lactation accommodation. The Company will provide a reasonable amount of break time to accommodate a Teammate desiring to express breast milk for the Teammate's infant child each time the Teammate has need to express milk. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the Teammate. If the lactation break time cannot run concurrently with meal and rest periods already provided or additional time is needed, the lactation break time will be unpaid for non-exempt Teammates.

Teammates will be relieved of all work-related duties during any unpaid break. When unpaid breaks or additional time are required, Teammates should work with their supervisor regarding scheduling and reporting the extra break time.

Because exempt Teammates receive their full salary during weeks in which they work, all exempt Teammates who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

The Company will provide Teammates with the use of a room or other location to express milk in private. The lactation room or other location will not be a bathroom and will be safe, clean, free from hazardous materials, in close proximity to the Teammate's work area, shielded from view and free from intrusion by co-workers and/or the public. This location may be the place where the Teammate normally works, if applicable. The lactation room or other location will include a surface on which to place a breast pump or other personal items, a place to sit and electricity or alternative devices (e.g., an extension cord or charging station) needed to operate an electric or battery-powered breast pump. Lactating Teammates who pump breastmilk will also have access to a sink with running water and a refrigerator or alternative cooling device suitable for storing milk in close proximity to their workspace.

A room or other location identified for lactation may also be used for other purposes. However, during times when a Teammate is using the location for lactation purposes, that use will take precedence over all other uses. Teammates who have questions or concerns related to lactation room scheduling conflicts should contact their supervisor or a Human Resources representative. Any non-exempt Teammate who is not provided with a break as requested to express milk, should immediately contact.

Lactation is considered a pregnancy-related condition under California law.

Teammates who wish to request lactation accommodation should contact Human Resources. If the Company cannot provide break time or a location that complies with this Lactation Accommodation policy, the Teammate requesting the accommodation will be notified in writing.

The Company will not discriminate or retaliate against a Teammate who requests or uses a lactation accommodation in accordance with this policy or otherwise exercises their rights under California's lactation accommodation law. Teammates who feel their lactation accommodation rights have been violated can file a complaint with the California Labor Commissioner's Office.

## **Lactation Accommodation [San Francisco Teammates]**

The Company complies with the San Francisco Lactation in the Workplace Ordinance (“LWO”) and, in accordance with that law, will provide a reasonable amount of break time to accommodate a Teammate who performs 56 or more hours of work in San Francisco in a calendar year and wants to express breast milk for their children. Teammates needing breaks for lactation purposes may use ordinary paid rest periods or may take other reasonable break time when needed. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the Teammate. If the lactation break time cannot run concurrently with meal and rest periods already provided or additional time is needed, the lactation break time will be unpaid for non-exempt Teammates.

Teammates will be relieved of all work-related duties during any unpaid break.

When unpaid breaks or additional time are required, Teammates should work with their supervisor regarding scheduling and reporting the extra break time. The time a Teammate spends walking to and from the designated lactation location and/or a refrigerator or sink will not be counted as part of the Teammate’s break time.

Because exempt Teammates receive their full salary during weeks in which they work, all exempt Teammates who need lactation accommodation breaks do not need to report any extra break time as “unpaid.”

The Company will provide Teammates with the use of a room or a private area, other than a bathroom or toilet stall, in close proximity to their work area that is shielded from view and free from intrusion from co-workers and the public (the “Lactation Location”). The Lactation Location may be the Teammate’s normal work area, if suitable. The Lactation Location will: be safe, clean and free from toxic or hazardous materials; contain a surface (e.g., a table or shelf) to place a breast pump and other personal items; contain a place to sit; and have access to electricity. The Company will also provide access to a refrigerator where Teammates can store breast milk and access to a sink with running water.

Teammates have a right to request lactation accommodation. To request a lactation accommodation, Teammates should contact Human Resources. The Company will respond to a request for accommodation within five business days and will engage in an interactive process with the Teammate to determine the appropriate break periods and the Lactation Location for the Teammate. If the Company denies a request for lactation accommodation, it will provide a written statement identifying the reason(s) for doing so.

The Company prohibits retaliation against Teammates who request a lactation accommodation, file a complaint, or otherwise report an alleged violation of the LWO, cooperate in an investigation of an alleged violation of the LWO or inform another person about their rights under the LWO.

Lactation is considered a pregnancy-related condition under California law. The Company will otherwise treat lactation as a pregnancy-related medical condition and address lactation-related needs in the same manner that it addresses other non-incapacitating medical conditions, including requested time off for medical appointments, requested changes in schedules and other requested accommodations.

## **Family Friendly Workplace [San Francisco Teammates]**

Teammates may request a flexible or predictable working arrangement to assist with caregiving responsibilities when the Teammate is the primary contributor to the ongoing care for:

- A child or children under the age of 18 for whom the Teammate has assumed parental responsibility;
- A person with a serious health condition in a family relationship with the Teammate; or
- A person who is age 65 or older and in a family relationship with the Teammate.

For the purposes of this policy:

- A "child" includes the Teammate's biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing *in loco parentis* to that child.
- A "family relationship" is defined as 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.
- A "flexible working arrangement" is a change in the Teammate's regular working arrangement that provides a Teammate with flexibility to help with caregiving responsibilities.
- A "predictable working arrangement" is a change in the Teammate's regular working arrangement that provides a Teammate with scheduling predictability to help with caregiving responsibilities. If there is insufficient work for the Teammate during the predictable working arrangement period, the Teammate will not be paid during this time.

## **Teammate Eligibility**

Teammates (including part-time Teammates) who (1) have been employed by the Company for at least six months; and (2) regularly work at least eight hours per week for the Company within the geographic boundaries of the City of San Francisco are eligible for a flexible or predictable working arrangement.

For the purposes of this policy, telework (i.e., work for the Company from the Teammate's residence or another location that is not a Company office or worksite) is considered work within the geographic boundaries of the City of San Francisco, if the Company maintains an office or worksite within the geographic boundaries of the City of San Francisco at which the Teammate may work or, prior to the COVID-19 pandemic, was permitted to work.

## **Requesting a Flexible or Predictable Working Arrangement**

Teammates must provide notice of the need for a flexible or predictable working arrangement. Notice must be in writing to Human Resources, although a Teammate can first provide notice orally and then submit the notice in writing. The written request must specify the arrangement being sought, the date on which the Teammate wishes the arrangement to become effective, and the proposed duration of the arrangement, and must include an explanation of how the requested arrangement relates to caregiving.

The flexible or predictable working arrangement may include, but is not limited to: modifying the Teammate's work assignments or duties or making a change in the Teammate's terms and conditions of employment as they relate to: the number of hours the Teammate is required to work (e.g., part-time work, part-year employment or job-sharing arrangements); the Teammate's work schedule (e.g., modified hours, variable hours, predictable hours, or other schedule changes or flexibilities); or the Teammate's work location (e.g., telework). If a Teammate requests time off as a flexible work arrangement under this policy, such time will also be designated under the federal Family and Medical Leave Act, California Family Rights Act and/or any applicable paid sick and safe leave law provided the eligibility requirements for that law are met and the Teammate has not yet exhausted available leave under the applicable law(s).

The Company may require Teammates to attest to or provide verification of caregiver responsibilities before granting a request for a flexible or predictable work arrangement.

Human Resources may meet with the Teammate within 14 days of the request and will respond to the request in writing within 21 days of the Teammate's oral or written notice. These time frames may be extended by written agreement between the Company and the Teammate.

If the Company agrees to the requested flexible or predictable working arrangement, the Company will confirm the arrangement in writing to the Teammate. Although the Company will consider all flexible or predictable working arrangements submitted in accordance with this policy, the Company reserves the right to deny a requested arrangement because it would cause an undue hardship for the Company. Before denying a request, however, the Company will engage in an interactive process with the Teammate to attempt in good faith to determine a flexible or predictable work arrangement that is acceptable to the Company and the Teammate. If the request is denied, the Company will explain the basis of the denial in a written response.

If a Teammate's requested flexible or predictable working arrangement is denied, the Teammate may submit a written request for reconsideration within 30 days of the decision. Human Resources will meet with the Teammate within 21 days of receiving the request for reconsideration and will inform the Teammate of the final decision in writing no later than 14 days after the meeting.

A flexible or predictable working arrangement may be altered by mutual agreement between the Company and the Teammate. If the Company determines that a flexible or predictable working arrangement is causing the Company an undue hardship, the Company will engage in an interactive process with the Teammate to attempt in good faith to determine a different flexible or predictable working arrangement that would be acceptable to the Company and the Teammate. If this interactive process does not result in identifying a different flexible or predictable working arrangement, the Company may revoke the existing arrangement with 14 days' written notice to the Teammate.

#### ***Discrimination and Retaliation Prohibited***

The Company prohibits discrimination against Teammate because of their caregiver status and will not take adverse employment action (e.g., termination, demotion) or otherwise retaliate against Teammate for exercising their rights under this policy or the San Francisco Family Friendly Workplace Ordinance.

## **Supplemental Compensation for New Child Bonding [San Francisco]**

Pursuant to the San Francisco Paid Parental Leave Ordinance ("SFPPO"), the Company will provide Supplemental Compensation to an eligible Teammate during employment when the Teammate receives California Paid Family Leave ("California PFL") benefits from the State of California ("the State") to bond with a minor child during the first year after the child's birth or placement through foster care or adoption.

All Teammates who perform work within San Francisco are eligible if they satisfy all of the following requirements:

- The Teammate began employment with the Company at least 180 calendar days prior to the first day of leave for which California PFL benefits for New Child Bonding are payable;
- The Teammate performs at least eight hours of work per week for the Company in San Francisco;
- At least 40% of the Teammate's total weekly hours worked for the Company are in San Francisco; and
- The Teammate is eligible to receive paid family leave compensation under the California Paid Family Leave law for the purpose of New Child Bonding.

Teammates can elect to receive California PFL benefits intermittently, receiving the eight weeks of California PFL benefits in separate increments while taking leave during the 12-month period following the birth or placement of a child. For Teammates using California PFL intermittently, eligibility for Supplemental Compensation will be assessed at the beginning of each increment of intermittent leave. Accordingly, a Teammate who does not meet the 180-day eligibility requirement during the first increment of intermittent leave could still satisfy the requirement for subsequent increments. In addition, a Teammate may become ineligible for Supplemental Compensation if, between one intermittent receipt of California PFL benefits and the next, the Teammate's hours or work location change such that the Teammate no longer meets the eligibility requirements.

### ***Definitions***

**New Child Bonding:** Bonding with the Teammate's minor child during the 12-month period immediately following the birth of the child or placement of the child, through adoption or foster care, with the Teammate, for the period covered by the California PFL benefits law.

**Maximum Weekly Benefit Amount:** The Maximum Weekly Benefit Amount is determined by the State by using the Teammate's highest-earning calendar quarter during an approximate 12-month base period.

**Supplemental Compensation:** Supplemental Compensation is a partial wage replacement that is provided by the Company to an eligible Teammate during the period when the Teammate receives California PFL benefits from the State for New Child Bonding. Supplemental Compensation and California PFL benefits together will not exceed 100% of a Teammate's weekly salary and are subject to the Maximum Weekly Benefit Amount.

### ***Duration and Timing of Supplemental Compensation***

A Teammate may receive Supplemental Compensation for a period of up to eight weeks so long as the Teammate meets the eligibility, accrued vacation/PTO use, and documentation requirements set forth in this policy. The timing of a Teammate's receipt of Supplemental Compensation will depend on when the Company receives information directly from the State or, from the Teammate, a copy of the State's Notice Computation and confirmation that the Teammate has received the first California PFL benefits payment. Upon receipt of information from the Teammate and/or the State that is necessary to process payment, the Company will make a good faith effort to process the initial Supplemental Compensation payment in the next full pay period. To the extent possible, any additional Supplemental Compensation payment(s) will be processed in accordance with the Company's established pay schedule. There may be some situations where Supplemental Compensation is not paid to the Teammate until after the Teammate has returned from new child bonding. In those cases, the Company will pay the total Supplemental Compensation within thirty days of receiving the information required to process payment.

### ***Calculation of Supplemental Compensation***

Under California's PFL benefit program, a Teammate may receive income replacement from the State equal to approximately 60% or 70% of the Teammate's weekly wages, subject to the Maximum Weekly Benefit Amount. Supplemental Compensation which includes up to two weeks of accrued vacation/PTO as outlined in this policy is provided to an eligible Teammate so that, in combination with the California PFL benefit, the eligible Teammate may receive approximately 100% of the Teammate's weekly wages, subject to the Maximum Weekly Benefit Amount. All payments will be integrated so that an eligible Teammate will receive no greater compensation than their regular compensation during this period.

The State sets a ceiling on the amount a Teammate receiving California PFL benefits can be assumed to earn. This ceiling is also applied to Supplemental Compensation. In the case of an eligible Teammate whose weekly wages exceed the ceiling, Supplemental Compensation will not be calculated to reach 100% of the Teammate's normal gross weekly wage. Rather, the amount of Supplemental Compensation will be subject to the ceiling and will be calculated based on the gross wage obtained by dividing the State's Maximum Weekly Benefit Amount by the percentage rate of wage replacement provided under the California PFL benefit law.

The Company will determine the amount of weekly Supplemental Compensation to be paid to an eligible Teammate once the necessary information regarding California PFL benefits is obtained from the Teammate or the State. Any increases in a Teammate's regular compensation will not necessarily result in an increase in Supplemental Compensation. However, the Company may recalculate the amount of Supplemental Compensation provided to a Teammate in situations where the Teammate's leave is intermittent, and the Teammate's weekly wages decrease between the time the Teammate receives the first increment of PFL benefits and any subsequent period where the benefits are received for the same leave. This will be done to ensure the Teammate does not exceed 100% of the Teammate's weekly wage and is not subject to an overpayment charge from the State.

During the period when eligible Teammates are receiving California PFL benefits, the Company requires them to agree to use up to two weeks of accrued, but unused, vacation benefits that will be applied toward the Company's Supplemental Compensation obligation under the law. If the Teammate does not agree to use vacation benefits during the California PFL period, the Company

will not be obligated to provide Supplemental Compensation. A Teammate's decision not to allow use of vacation benefits will not prevent the Teammate from being eligible for leave or from receiving California PFL benefits.

### ***Involuntary Separation from Employment***

If a Teammate is involuntarily separated from employment during the New Child Bonding period, the Company will continue to provide Supplemental Compensation for that period during which the Teammate continues to receive California Paid Family Leave benefits.

### ***Voluntary Separation from Employment***

If a Teammate voluntarily separates from employment with the Company within 90 days of the end of the California PFL period for New Child Bonding, the Teammate will be required to reimburse the Company for the full amount of Supplemental Compensation paid to them, upon receiving a written request for reimbursement from the Company.

### ***Required Documentation for Supplemental Compensation***

A Teammate must provide (or agree to provide) certain documentation and information to the Company before the Teammate will be able to receive Supplemental Compensation. Prior to receiving any Supplemental Compensation, a Teammate must either: (1) provide the Company with a copy of the Notice of Computation of PFL Benefits the Teammate receives from the State; or (2) authorize the State to disclose the Teammate's California PFL weekly benefit amount to the Company, at the time when the Teammate applies for California PFL benefits. A Teammate may choose to do both 1 and 2 in order to help avoid potential delays in calculating Supplemental Compensation.

If a Teammate chooses option 1, the Teammate must, upon receipt, provide the Company with the Notice of Computation and also upon receipt of the first California PFL benefits payment, submit a copy of the Notice of Payment.

Teammates must also complete a San Francisco Paid Parental Leave form (the "SFPPLO Form"). In Section 3 of the SFPPLO Form, Teammates must execute an agreement to reimburse the full amount of Supplemental Compensation received from the Company in the event that they voluntarily separate from employment under the circumstances described in the Voluntary Separation from Employment section above.

Teammates with more than one employer must also complete section 4 of the SFPPLO Form by providing information pertaining to wages received from all employers during the 90 days prior to the California PFL period.

Teammates who are receiving California PFL benefits for intermittent new child bonding leave must provide the Company with the schedule of intermittent leave they have submitted to the State and notify the Company of any changes in that schedule.

Teammates who fail to provide any or all of the required documentation will be disqualified from receiving Supplemental Compensation.

## ***Protected Rights***

The Company will not interfere with, restrain, or deny the exercise of or the attempt to exercise, any right protected under the SFPPLO. Such rights include but are not limited to the right to Supplemental Compensation pursuant to the SFPPLO; the right to file a complaint or inform any person about any employer's alleged violation of the SFPPLO; the right to cooperate with the San Francisco Office of Labor Standards in its investigations of alleged violations of the SFPPLO; and the right to inform any person of their possible rights under the SFPPLO.

## ***Supplemental Compensation for Military Leave [San Francisco]***

Pursuant to the San Francisco Military Leave Pay Protection Act (MLPPA), the Company will provide Supplemental Compensation to covered Teammates during a qualifying military leave for up to 30 days in a calendar year.

Teammates who perform work within the geographic boundaries of San Francisco, including part-time and temporary Teammates, are eligible for Supplemental Compensation for military leave if they are a member of the reserve corps of the United States Armed Forces, National Guard, or other U.S. uniformed service organization, and are absent from work for "military duty." For purposes of this policy, "military duty" is defined as active military service in response to the September 11, 2001 terrorist attacks, international terrorism, the conflict in Iraq, or related extraordinary circumstances, or military service to provide medical or logistical support to federal, state, or local government responses to the COVID-19 pandemic, natural disasters, or engagement in military duty ordered for the purposes of military training, drills, encampment, naval cruises, special exercises, Emergency State Active Duty, or like activity. Teammates are required to comply with the Company's reasonable notice procedures when the need for leave to perform military duty is foreseeable. The Company will not require, as a condition of receiving Supplemental Compensation, that a Teammate search for or find a replacement worker to cover the hours during which the Teammate is on leave for military duty.

## ***Calculating Supplemental Compensation***

For purposes of this policy, "Supplemental Compensation" means the difference between the amount of the Teammate's "gross military pay" and the amount of gross pay the Teammate would have received from the Company, had the Teammate worked their regular work schedule (excluding overtime unless regularly scheduled as part of the Teammate's regular work schedule). Gross military pay does not include Military Pay Allowances, such as combat, clothing, housing, or aviation. "Gross pay" includes wages for hours the Teammate would have worked (including overtime if the Teammate was regularly scheduled for overtime), as well as all benefits, including health care, retirement, and profit-sharing benefits. In no case will Supplemental Compensation result in a Teammate receiving greater pay than they would have received if they had worked their regular work schedule rather than taken leave for military duty.

## ***Duration and Timing of Supplemental Compensation***

A Teammate may receive Supplemental Compensation for a period of up 30 days in a calendar year so long as the Teammate meets the eligibility requirements. Leave for military duty with Supplemental Compensation can be taken in daily increments for one or more days at a time, for up to 30 days in a calendar year. The Company will make a good faith effort to provide the Supplemental Compensation no later than the payday for the payroll period when the Teammate's military leave begins.

### ***Documentation for Supplemental Compensation***

To enable the Company to properly calculate an eligible Teammate's Supplemental Compensation, the eligible Teammate should provide the Company with their written military orders and a current military Leave and Earnings Statement (LES). Teammates should also verify the LES correctly reflects the Teammate's current gross military pay as military compensation is subject to change based on a number of factors.

In the absence of such documentation, the Company will request that the Teammate provide their military rank and total number of years of military service to enable the Company to use the Defense Finance Accounting Service's current basic pay rate chart to calculate gross military pay.

### ***Repayment of Supplemental Compensation***

Teammates who receive Supplemental Compensation and are fit for employment in their previous positions upon release from military duty, but who fail to return to their positions within 60 days of release from military service, may be required to repay an amount, up to the entire amount, of the Supplemental Compensation that they received from the Company with interest. In these situations, the Company will treat already-provided Supplemental Compensation as a loan payable with interest. Any loan taken by the Company against the Teammate to recoup previously paid Supplemental Compensation will be repaid in equal monthly installments with interest over a period not to exceed five years. Loan repayments will begin either 90 days after the Teammate was released from military service or when the Teammate is determined to be fit for employment and fails to return to their position, whichever is later.

### ***Protected Rights***

The Company will not interfere with, restrain, or deny the exercise of or the attempt to exercise, any right protected under the MLPPA. Such rights include but are not limited to the right to Supplemental Compensation pursuant to the MLPPA; the right to file a complaint or inform any person about the Company's or any other employer's alleged violation of the MLPPA; the right to cooperate with the San Francisco Office of Labor Standards Enforcement in its investigations of alleged violations of the MLPPA; and the right to inform any person of their possible rights under the MLPPA.

### ***Public Health Emergency Leave [San Francisco]***

The Company provides San Francisco Paid Health Emergency Leave ("SFPHEL") to eligible Teammates in compliance with San Francisco's Public Health Emergency Leave Ordinance (the "Ordinance") in accordance with Proposition G/Article 33P. All Teammates (including full-time, part-time and temporary Teammates) who work in San Francisco are eligible to receive SFPHEL from the Company.

#### ***Amount of SFPHEL***

On January 1 of each year, eligible Teammates will be provided up to eighty (80) hours of SFPHEL as follows:

- Teammates with a full-time, regular, or fixed schedule will be provided an amount of SFPHEL equal to the number of hours the Teammate regularly works or takes paid leave over a two-week period.

- Eligible Teammates whose weekly hours vary will be provided an amount of SFPHEL equal to the average number of hours over a two-week period that the Teammate worked or took paid leave during the previous calendar year, or since the beginning of employment if the Teammate became employed after the first day of the previous calendar year.

If a Teammate was not employed on January 1 of a given year, then on the start date of the first public health emergency that begins during the Teammate's employment, eligible Teammates will be provided up to eighty (80) hours of SFPHEL as follows:

- Teammates with a full-time, regular, or fixed schedule will be provided an amount of SFPHEL equal to the number of hours the Teammate regularly works or takes paid leave over a two-week period.
- Teammates whose weekly hours vary will be provided an amount of SFPHEL equal to the average number of hours over a two-week period that the Teammate worked or took paid leave during the previous six months, or since the Teammate's start date if the Teammate has been employed for fewer than six months.

SFPHEL that remains unused at the end of the calendar year will be lost and will not carry over from one year to the next.

### ***Using SFPHEL***

Eligible Teammates may use SFPHEL during a public health emergency<sup>3</sup> if they cannot work (or telework) due to one of the following reasons:

- The recommendations or requirements of an individual or general federal, state, or local health order (including an order issued by the local jurisdiction in which a Teammate or a family member for whom the Teammate is caring resides) related to the public health emergency.
- The Teammate has been advised by a healthcare provider to isolate or quarantine.
- The Teammate is experiencing symptoms of and seeking a medical diagnosis, or has received a positive medical diagnosis, for a possible infectious, contagious, or communicable disease associated with the public health emergency.
- The Teammate is caring for a covered family member who is subject to an individual or general federal, state, or local health order (including an order issued by the local jurisdiction in which a Teammate resides), has been advised by a healthcare provider to isolate or quarantine, or is experiencing symptoms as described in the bullet point above.
- The Teammate is caring for a covered family member if the school or place of care of the family member has been closed, or the care provider of such family member is unavailable, due to the public health emergency.

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<sup>3</sup> A public health emergency means a "local or statewide health emergency related to any contagious, infectious, or communicable disease, declared by the City's local health officer or the state health officer pursuant to the California Health and Safety Code, or an Air Quality Emergency."

- An air quality emergency<sup>4</sup>, if the Teammate primarily works outdoors and is a member of a “vulnerable population” (a person who has been diagnosed with heart or lung disease; has respiratory problems including but now limited to asthma, emphysema, and chronic obstructive pulmonary disease; is pregnant; or is age 60 or older).

For purposes of this policy, a “family member” includes the Teammate’s child; parent; legal guardian or ward; sibling; grandparent; grandchild; spouse; registered domestic partner under any state or local law, or the Teammate’s designated person.

SFPHEL may be taken in one (1) hour increments of time.

SFPHEL is available to newly hired eligible Teammates for immediate use, in accordance with this policy.

### ***Requesting SFPHEL***

Teammates must notify the Company of their need to use SFPHEL—either orally or in writing — as soon as practicable.

The Company may require a doctor’s note or other documentation to confirm the Teammate’s status as a member of a vulnerable population. The Company reserves the right to require documentation to verify a Teammate’s need for SFPHEL under other circumstances to the extent permitted by applicable law.

For non-exempt Teammates, SFPHEL pay will be calculated in the same manner as the regular rate of pay for the workweek in which the Teammate uses SFPHEL, whether or not the Teammate actually works overtime in that workweek. For exempt Teammates, payment for SFPHEL is calculated in the same manner as wages are calculated for other forms of paid leave time.

### ***Discipline for Unprotected Use of SFPHEL***

Discipline – up to and including termination – may be taken against a Teammate who uses SFPHEL for a purpose not covered by, or in a manner not consistent with, the Ordinance. Discipline – up to and including termination – may be taken against a Teammate who violates this policy’s requirements concerning requesting, using, recording, verifying, and/or documenting use of SFPHEL.

SFPHEL is separate from, and does not affect or limit, any existing paid leave benefits provided to Teammates under other Company policies or applicable law, including but not limited to vacation and paid sick leave under California’s Healthy Workplaces, Healthy Families Act and the San Francisco Paid Sick Leave Ordinance. Teammates remain eligible to use any available and applicable paid leave benefits. SFPHEL may be used prior to or in lieu of using any other vacation or paid sick leave.

The Company may provide other forms of leave for Teammates to care for their own or a family member’s medical conditions under certain federal, state and municipal laws. It is a Teammate’s responsibility to apply for any applicable benefits for which the Teammate may be eligible as a

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<sup>4</sup> An Air Quality Emergency means a day when the Bay Area Air Quality Management District issues a Spare the Air Alert.

result of the illness or disability, including California State Disability Insurance, workers' compensation insurance, paid family leave benefits and/or any other disability insurance benefits. If a Teammate elects to integrate SFPHEL with other paid benefits, the Company will integrate all paid benefits such that a Teammate will not be paid more than their regular compensation at any time.

Unused SFPHEL is not paid out upon the Teammate's separation from employment for any reason.

The Company prohibits discrimination and/or retaliation against Teammates who request or use SFPHEL for qualifying reasons consistent with the provisions of this policy and applicable law. So long as the Notice provisions outlined above are followed, the Company will not count a Teammate's use of SFPHEL as an absence or "occurrence" under any Company attendance policy. Therefore, any such use of SFPHEL will not lead to or result in discipline, demotion, suspension or termination.

The Company will not retaliate, or tolerate retaliation, against any Teammate who seeks or obtains PHEL in accordance with this policy, who makes a good-faith complaint about a violation under the Ordinance or who communicates with any person about such a violation. In addition, the Company will not retaliate against any Teammate

### **Injury and Illness Prevention Program**

The health and safety of Teammates and others on Company property are of critical concern to the Company. We strive to attain the highest possible level of safety in all activities and operations. The Company also intends to comply with all health and safety laws applicable to our business.

To this end, the Company must rely upon Teammates to help keep work areas safe and free of hazardous conditions. Teammates should be conscientious about workplace safety, including proper operating methods and known dangerous conditions or hazards. You should report any unsafe conditions or potential hazards to your supervisor *immediately*; even if you believe you have corrected the problem. If you suspect a concealed danger is present on the Company's premises, or in a product, facility, piece of equipment, process, or business practice for which the Company is responsible, bring it to the attention of your supervisor *immediately*.

Additionally, the Company has developed a written Injury and Illness Prevention Program as required by law. A copy of the Program is available for your review from Human Resources. In addition to attending any training required by the Company, it is your responsibility to read, understand and observe the Injury and Illness Prevention Program provisions applicable to your job. Any workplace injury, accident, or illness *must* be reported to your supervisor as soon as possible (within 24 hours), regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist Teammates in obtaining medical care, after which the details of the injury or accident must be reported.

### **Day of Rest**

In each workweek, the Company will provide Teammates with at least one day of rest for every seven days within the workweek unless their total hours worked are 30 hours or less in the workweek and six hours or fewer every day of the workweek. If the nature of the Teammate's work reasonably requires that the Teammate work seven or more consecutive days, the day of rest requirement may be met by providing an average of one day's rest for every seven days on

a monthly basis (e.g., four days of rest per calendar month). A Teammate may also independently and voluntarily choose and confirm in writing not to take a day of rest. Day of Rest Confirmation Forms are available from Human Resources.

This policy does not apply in cases of emergency or to work performed in the protection of life or property from loss or destruction.

The Company will reasonably accommodate the observance of a Sabbath or other religious holy day by Teammates, unless doing so would result in undue hardship to the conduct of Company business. Teammates will be paid for all hours worked in compliance with federal, state and local law.

### **California State Disability Insurance**

California Teammates who are temporarily disabled by a non-work-related injury or illness (including disability due to pregnancy) may be eligible to receive benefits through the California State Disability Insurance (SDI) program. Teammates may also be eligible for SDI if they return to work on a reduced basis while recovering from a disability, if they are transferred to a lower-paying job position due to their disability, or when they are receiving temporary workers' compensation at a rate less than the daily SDI benefit amount. To be eligible for SDI benefits, Teammates must have earned at least \$300 from which SDI deductions were withheld during their base period (generally, the 12 months prior to the quarter in which the claim is made).

SDI benefits are not paid during the first seven consecutive days of any period of disability. SDI benefits begin on the eighth consecutive day of a disability and may continue being paid up to a maximum of 52 weeks or the amount of wages earned in the Teammate's base period for calculating benefits, whichever is less. The weekly benefit amount is generally 60 to 70 percent of the Teammate's earnings (depending upon the Teammate's income), with benefits capped according to a state-imposed maximum weekly benefits amount.

Teammates will generally not be eligible to receive SDI benefits if they are receiving workers' compensation, permanent disability, or unemployment. Teammates cannot collect both SDI benefits and California Paid Family Leave (PFL) benefits concurrently. However, Teammates may use any accrued but unused vacation or sick leave prior to receiving SDI benefits. Teammates may also choose to use accrued but unused vacation or sick leave to supplement SDI benefits received; if the Teammate chooses to do so, the Company will integrate all paid benefits so that the Teammate will not be paid more than their regular compensation at any time.

The SDI benefits described in this policy are a state-provided partial wage replacement benefit, not a protected leave of absence. Teammates are required to obtain approval for a leave of absence by contacting their supervisor or the Human Resources department and complying with applicable eligibility, notice, and certification requirements when required by Company policy or applicable law. When applicable, SDI benefits may be used concurrently with leave time available under the California Family Rights Act, the federal Family and Medical Leave Act, and any other applicable law.

Teammates must file their claim for SDI benefits between 9 and 49 days after becoming disabled. Teammates will also be required to provide certification of the disability from a health care provider. Teammates may file a claim for SDI benefits with the California Employment Development Department through [SDI Online](#).

## **Family Leave Insurance**

Teammates may be eligible for up to eight weeks of state-provided paid family leave (PFL) insurance benefits when they take time off for one of the following purposes:

- To bond with a child during the first 12 months after the child's birth or after the placement of a child for adoption or foster care with the Teammate;
- To care for an immediate family member (spouse, registered domestic partner, child, parent, grandparent, grandchild, sibling and parent-in-law defined by the PFL law) who is seriously ill and requires care; or
- To participate in a qualifying exigency related to the covered active duty or call to covered active duty of the Teammate's spouse, domestic partner, child or parent in the U.S. Armed Forces.

The PFL benefits described in this policy are a state-provided partial wage replacement benefit, not a protected leave of absence. To obtain approval for a leave of absence for the reasons set forth above, Teammates must contact Human Resources and comply with applicable eligibility, notice, and certification requirements when required by state or federal law.

### ***Amount and Duration of Benefits***

The weekly benefit amount is generally 60 or 70 percent of the Teammate's earnings (depending upon the Teammate's income), with benefits capped according to a state-imposed maximum weekly benefits amount. Teammates may receive up to eight weeks of PFL benefits during a 12-month period but may not receive more benefits than earned in wages during the base period for calculating benefits (generally, the 12 months prior to the quarter in which the claim is made). When applicable, PFL benefits will run concurrently with leave time available under the California Family Rights Act and the federal Family and Medical Leave Act. Teammates may use any accrued but unused sick leave prior to receiving PFL benefits.

### **Bereavement Leave**

Eligible Teammates may take up to five days of unpaid bereavement leave for the death of a spouse, domestic partner, child, parent, parent-in-law, sibling, grandparent, or grandchild. To be eligible for bereavement leave, Teammates must have been employed by the Company for at least 30 days immediately preceding the start of the leave. Bereavement leave days need not be taken consecutively, but bereavement leave must be completed within three months of the date of death of the family member.

Bereavement leave under this policy will run concurrently with the Bereavement Leave policy in the main Handbook and is unpaid except as set forth in that policy. A Teammate may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the Teammate. If the Company requests documentation of the death of the family member, documentation must be provided within 30 days of the first day of the leave. Acceptable 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. Such documentation will be maintained as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

The Company will not refuse to hire or discharge, demote, fine, suspend, expel, or discriminate against an individual because the individual exercised the right to bereavement leave provided by this policy or gave information or testimony as to their own bereavement leave, or another person's bereavement leave, in an inquiry or proceeding related to rights guaranteed under California's bereavement leave law. Further, the Company will not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under California's bereavement leave law.

## **COLORADO SUPPLEMENT**

### **Program to Deter Harassment, Discrimination, and Other Unfair Employment Practices**

The Company has established a program designed to prevent harassment, discrimination, retaliation, and other unfair employment practices, deter future harassers, and protect Teammates from harassment, which is set forth in the Handbook. Under this program, any Teammate who believes they have been harassed, discriminated against, subjected to retaliation by a co-worker, supervisor, agent, client, vendor or customer of the Company or otherwise subjected to any unfair employment practice based on a protected class, or who is aware of harassment, discrimination, retaliation or an unfair employment practice based on a protected class against others, should immediately provide a written or verbal report to their supervisor, any other member of management or to Human Resources to report such incidents. After a report is received, management will undertake prompt, reasonable action to investigate or address the alleged harassing, discriminatory, retaliatory, or unfair employment practices. If warranted, management may issue prompt, reasonable remedial action in response to complaints of discriminatory or unfair employment practices.

### **Pregnancy Accommodation**

Teammates and applicants for employment may request a reasonable accommodation for pregnancy, physical recovery from childbirth or related health conditions. A reasonable accommodation that would enable the Teammate or applicant to perform the essential functions of their job will be provided unless the accommodation would impose an undue hardship on the company's business operations.

Reasonable accommodations may include but are not limited to: more frequent or longer breaks; more frequent restroom, food or 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 following pregnancy; job restructuring; light duty, if available; assistance with manual labor; or a modified work schedule. The Company may require that Teammates provide a certification from a licensed health care provider regarding the medical necessity of a reasonable accommodation.

Teammates who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their Human Resources representative.

### **Meal and Rest Breaks**

Nonexempt Teammates who work five or more consecutive hours will be provided at least one 30-minute meal break. To the extent practical, meal breaks will be provided at least one hour after the start and one hour before the end of the Teammate's shift. During the break, Teammates will be relieved of all duties. An uninterrupted 30-minute meal break will be unpaid. If the nature of a Teammate's job or circumstances makes an uninterrupted meal break impracticable, the Teammate will be allowed an on-duty meal break without any loss of time or compensation.

All nonexempt Teammates must record their meal breaks.

Nonexempt Teammates will also be permitted a 10-minute rest break for every four hours of work, in accordance with the schedule below:

<b>Duration of Shift In Hours</b>	<b># of 10- Minute Rest Breaks</b>	<b>Comments</b>
0 to < 2	0	Teammates who work less than two hours in a workday are not required or permitted to take a rest break.
2 to < 6	1	Teammates who work at least two hours in a workday but less than six hours in a workday are allowed one 10-minute rest break.
6.0 to < 10.0	2	Teammates who work at least six hours in a workday but less than 10 hours in a workday are allowed two 10-minute rest breaks.
10.0 to < 14.0	3	Teammates who work at least 10 hours in a workday but less than 14 hours in a workday are allowed three 10-minute rest breaks.

To the extent practical, rest periods will be provided in the middle of each four-hour work period. Teammates who are unable to take all of the meal or rest breaks to which they are entitled in accordance with this policy, or who have been prevented or discouraged from taking a break to which they are entitled under this policy, should immediately notify a Human Resources representative. The Company will not threaten, coerce, discriminate or otherwise retaliate against any Teammate who reports a violation of this policy or files a claim or participates in an investigation, hearing or other process or proceeding related to an alleged violation of federal or state wage and hour laws.

### ***Additional Information***

A *Colorado Overtime and Minimum Pay Standards Order (COMPS Order #39) Poster* is available here.

### **Overtime**

Nonexempt Teammates will be paid one and one-half times their regular rate of pay for any work in excess of: (1) 40 hours per week; (2) 12 hours per workday; or (3) 12 consecutive hours without regard to the starting and ending time of the workday (excluding duty-free meal breaks), whichever calculation results in the greatest payment of wages.

For additional information, a *Colorado Overtime and Minimum Pay Standards Order (COMPS Order #39) Poster* is attached to this Handbook.

### **Paid Sick and Safe Leave and Public Health Emergency Leave**

The Company provides eligible Teammates with paid sick and safe leave (“PSSL”) and public health emergency leave (“PHEL”) in accordance with the requirements of Colorado’s Healthy Families and Workplaces Act (“HFWA”).

### ***Eligibility***

Colorado Teammates are eligible to accrue PSSL and may receive additional leave for use during a public health emergency (as defined further below).

### ***Accrual and Use of Paid Sick and Safe Leave (“PSSL”)***

Eligible Teammates will begin to accrue PSSL on their date of hire. PSSL accrues at a rate of one hour for every 30 hours worked, up to a maximum accrual of 48 hours in a single calendar year (the “Benefit Year”). Exempt Teammates accrue PSSL based on their normal hours worked, up to a maximum of 40 hours per week.

PSSL can be used as it is accrued. However, the Company may verify Teammate hours within the month after work is performed and adjust PSSL accrual amounts to correct any inaccuracy. The Company will notify Teammates in writing of any such change in accrued PSSL amounts.

PSSL may be used in one-hour increments. Eligible Teammates may use up to 48 hours of PSSL in any Benefit Year.

Failure to use PSSL in good faith and for the reasons specified in this policy can result in discipline.

### ***Reasons PSSL May be Used***

Eligible Teammates may use PSSL for the following reasons:

- When a mental or physical illness, injury or health condition prevents the Teammate from working;
- To care for a family member who has a mental or physical illness, injury or health condition;
- To obtain a medical diagnosis, care or treatment of a mental or physical illness, injury or health condition of the Teammate or Teammate’s family member;
- To obtain preventive medical care for the Teammate or Teammate’s family member;
- To grieve, attend funeral services or a memorial, or deal with financial and legal matters that arise after the death of a family member;
- If the Teammate or a family member is the victim of domestic abuse, sexual assault or harassment and needs leave 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 preparing for or participating in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault or harassment.

- 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;
- To evacuate their 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 Teammate's need to evacuate their residence;
- When, due to a public health emergency (as defined below), a public official has ordered the closure of:
  - The Teammate's place of business; or
  - The school or place of care of the Teammate's child and the Teammate needs to be absent from work to care for their child.

For purposes of this policy, a "family member" means:

- A Teammate's immediate family member (i.e., a person related by blood, marriage, civil union or adoption);
- A child to whom the Teammate stands *in loco parentis*;
- A person who stood in loco parentis to the Teammate when the Teammate was a minor; or
- A person for whom the Teammate is responsible for providing or arranging health-or safety-related care.

### ***Requesting PSSL***

The Company will allow use of PSSL for a covered use upon request. Requests can be made orally or in writing (including electronically). When possible, Teammates should include the expected duration of the absence in their request for leave.

When the need for PSSL is foreseeable, Teammates must make a good faith effort to provide advance notice of the need for leave and a reasonable effort to schedule the leave in a manner that does not unduly disrupt the Company's operations. To provide this advance notice of the foreseeable need to use PSSL, Teammates should contact their Human Resources representative.

Teammates are not required to search for or find a replacement worker to cover the hours during which they are using PSSL. The Company will not count Teammates' use of PSSL in compliance with this policy as an absence when evaluating absenteeism. Therefore, any such use of PSSL will not lead to or result in discipline, demotion, suspension, or termination.

### ***Documentation of PSSL***

If PSSL is for four or more consecutive workdays (meaning at least four consecutive days that the Teammate would ordinarily have worked), the Company may request that Teammates

provide reasonable documentation that the PSSL is being used for a permissible purpose. If the documentation submitted by the Teammate is not sufficient, the Company will notify the Teammate of the deficiency. The Teammate will then have seven days to provide documentation that cures the deficiency.

The Company will not require the disclosure of details regarding a Teammate's or Teammate's family member's health information or the domestic violence, sexual assault, or stalking that is the basis for the request for leave.

### ***Carryover of PSSL***

Teammates can carry over up to 48 hours of accrued but unused PSSL from one Benefit Year to the next, but with an overall cap of 48 hours of PSSL per Benefit Year. Therefore, once a Teammate has a bank of 48 hours of PSSL in a Benefit Year, no additional PSSL will accrue in that year.

The Company does not offer pay in lieu of actual PSSL.

### ***Public Health Emergency Leave***

In addition to the PSSL described above, Teammates will be eligible to take supplemental PHEL in accordance with the terms below.

For purposes of this policy, a "public health emergency" is:

1. An act of bioterrorism, a pandemic influenza, or an epidemic caused by a novel and highly infectious agent, for which (1) an emergency is declared by a federal, state, or local public health agency, or (2) a disaster emergency is declared by the Governor; or
2. A highly infectious illness or agent with epidemic or pandemic potential for which a disaster emergency is declared by the Governor.

On the day a public health emergency is declared, Teammates will immediately be able to access a one-time supplement of PHEL in addition to whatever amount of PSSL Teammates have accrued prior to the declaration of the public health emergency. Teammates who normally work forty or more hours in a week will have access to up to 80 hours of total paid leave. Teammates who normally work fewer than 40 hours per week will have access to paid leave equaling the greater of the number of hours the Teammate (a) is scheduled for work or paid leave in the fourteen-day period after the leave request, or (b) actually worked in the fourteen-day period prior to the declaration of the public health emergency or the leave request (whichever is later).

From the declaration of a public health emergency until four weeks after the official termination or suspension of the emergency declaration, PHEL can be used for any of the following reasons:

- To self-isolate and care for oneself or a family member who is self-isolating because the Teammate or family member is diagnosed with, or experiencing symptoms of, a communicable illness that is the cause of a public health emergency;

- To seek or obtain for oneself or care for family member who needs a medical diagnosis, care, or treatment if experiencing symptoms of a communicable illness that is the cause of a public health emergency;
- To seek for oneself or a family member preventive care concerning a communicable illness that is the cause of a public health emergency;
- A Teammate is unable to work because the Teammate has a health condition that may increase susceptibility to or risk of communicable illness that is the cause of the public health emergency;
- Either the Company or a public health authority with appropriate jurisdiction determines that a Teammate's presence on the job or in the community would jeopardize the health of others because of the individual's exposure to a communicable illness that is the cause of a public health emergency or because the individual is exhibiting symptoms of such a communicable illness, regardless of whether the individual has been diagnosed with the illness;
- To care for a family member after either the family member's employer or a public health authority with appropriate authority 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 a communicable illness that is the cause of a public health emergency or because the family member is exhibiting symptoms of such a communicable illness, regardless of whether the family member has been diagnosed with the illness;
- To care for a child or other family member when their child care provider is unavailable due to a public health emergency or their school or place of care has been closed due to a public health emergency (including when the school or place of care is physically closed but providing instruction remotely).

PHEL will become available on the date a public health emergency is declared and will remain available until four weeks after the official termination or suspension of the public health emergency. Teammates are only eligible for these amounts of PHEL one time during the entirety of a public health emergency (even if the public health emergency is extended, amended, restated or prolonged).

During a public health emergency, Teammates will continue to accrue PSSL in accordance with this policy. If Teammates have unused, accrued leave when a need for PHEL occurs, an employer can count the accrued leave as a "credit" toward the total amount of PHEL it must provide. However, Teammates are allowed to use PHEL before using accrued leave.

When the need for PHEL is foreseeable and the workplace has not been closed, Teammates must notify the Company of the need for PHEL as soon as practicable. To provide notice of the need to use PHEL, Teammates should contact Human Resources.

#### ***Rate of Pay***

PSSL and PHEL are paid at the same hourly rate or salary (not including overtime, bonuses or holiday pay) and with the same benefits, including health care benefits, as the Teammate normally earns during hours worked. Leave will be paid on the same schedule as regular wages.

The pay rate for leave will be at least the applicable minimum wage. The pay rate will be calculated based upon the Teammate's pay over the 30 calendar days prior to taking leave. If a Teammate has not yet worked 30 calendar days, the longest available period will be used.

### ***Teammate Records Requests***

Upon a Teammate's request, the Company will provide (in writing or electronically) documentation indicating the current amount of PSSL and/or PHEL available for use and the amount of such leave already used during the current Benefit Year. Teammates will be allowed to make one such request per month, except they may make an additional request when any need for PSSL or PHEL arises.

### ***Effect on Other Rights and Policies***

The Company may provide other forms of leave for Teammates to care for medical conditions or for issues related to public health emergencies or domestic abuse, sexual assault or harassment under certain federal, state and local laws. In certain situations leave under this policy may run at the same time as leave available under another federal, state or local law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Teammates should contact their Human Resources representative for information about other federal, state and local medical, victim, public health emergency or family leave rights.

### ***Confidentiality***

The Company will keep confidential the health or safety information of a Teammate or Teammate's family member. Such information will not be disclosed except to the affected Teammate, with the written permission of the affected Teammate or as otherwise required by law.

### ***Separation from Employment***

Compensation for accrued and unused PSSL or available PHEL is not provided upon separation from employment for any reason. If a Teammate is rehired by the Company within six months of separation from employment, previously accrued but unused PSSL will be immediately reinstated.

### ***Retaliation***

Teammates have the right to request and use PSSL and PHEL in a manner consistent with the HWFA. The Company will not discriminate or retaliate, or tolerate discrimination or retaliation, against any Teammate who: seeks or obtains leave in accordance with this policy; files a complaint regarding an alleged violation of the HWFA; participates in an investigation, hearing or proceeding or cooperates in or assists with an investigation related to an alleged violation of the HWFA; informs any person of their potential rights under the HWFA; or otherwise exercises their rights under the HWFA here.

### ***Paid Family and Medical Leave Insurance (“FAMLI”)***

In accordance with the Colorado Paid Family and Medical Leave Insurance (“FAMLI”) Act, Colo. Rev. Stat. § 8-13.3-501, beginning January 1, 2024, eligible Teammates may be entitled to a leave of absence with partial wage replacement benefits from the Colorado Department of Labor and Employment, Division of Family and Medical Leave Insurance (the “Division”) to care for their

own serious health condition, care for a family member with a serious health condition, bond with a new child, assist with obligations that arise when a family member is called into active military service, or address the immediate safety needs and impact of domestic violence and/or sexual assault.

#### *Eligible Teammates*

This policy applies to eligible Colorado-based Teammates, including full-time, part-time, permanent or migratory workers. Eligibility is determined by the Division, not the Company. The Division may determine that a Teammate is disqualified from receiving FAMLI benefits for one year if the Teammate willfully makes a false statement or misrepresentation regarding a material fact in order to obtain FAMLI benefits.

#### *Contributions*

FAMLI benefits are funded solely by Teammate contributions. Teammate contributions are deducted from Teammate paychecks, and the amount of the contribution depends on the Teammate's eligible wages and will be reflected on a Teammate's paystub.

#### *Reasons for and Length of Leave*

Eligible Teammates are entitled to up to 12 weeks of FAMLI leave in an application year for any of the following reasons:

1. Bonding leave to care for a new child during the first year after the birth, adoption or placement of the child through foster care;
2. To care for a family member with a serious health condition;
3. The Teammate's serious health condition;
4. Qualifying exigency leave; and
5. Safe leave.

Eligible Teammates will be allowed a maximum of 12 weeks of FAMLI leave, in the aggregate, in an application year for any of the foregoing reasons, except that eligible Teammates with a serious health condition related to pregnancy complications or childbirth complications are entitled to up to an additional 4 weeks of FAMLI leave. The Company will not count FAMLI leave as an absence that may lead to or result in discipline, discharge, demotion, suspension or any other adverse action.

#### *Definitions*

- “Application year” means the 12-month period measured forward from the date a Teammate files an application for FAMLI benefits.
- “Child,” for purposes of bonding leave, means a person who is either under the age of 18, or between the ages of 18 and 21 and remains under the jurisdiction of a juvenile court.
- “Family member” means (a) regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the Teammate stands in

loco parentis, or a person to whom the Teammate stood in loco parentis when the person was a minor; (b) a biological, adoptive or foster parent, stepparent or legal guardian of a Teammate or the Teammate's spouse or domestic partner or a person who stood in loco parentis when the Teammate or the Teammate's spouse or domestic partner was a minor child; (c) a person to whom the Teammate is legally married under the laws of any state, or the Teammate's domestic partner; (d) a grandparent, grandchild or sibling (whether a biological, foster, adoptive or step relationship) of the Teammate or the Teammate's spouse or domestic partner; or (e) as shown by the Teammate, any other individual with whom the Teammate has a significant personal bond that is or is like a family relationship , regardless of biological or legal relationship.

- “Qualifying exigency leave” means leave based on a need arising out of a Teammate’s family member’s active duty service or notice of an impending call or order to active duty in the armed forces, including, but not limited to, 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.
- “Safe leave” means any leave because the Teammate or the Teammate’s family member is the victim of domestic violence, the victim of stalking, or the victim of sexual assault or abuse. Safe leave applies if the Teammate is using the leave from work to protect the Teammate or the Teammate’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 the Teammate or for the Teammate’s children to address physical or psychological injuries resulting from the act of domestic violence, stalking, or sexual assault or abuse; (3) making the Teammate’s 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 (d) 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.
- “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.

#### *Wage Replacement Benefits*

The determination of FAMLI eligibility and the amount of wage replacement benefits is determined by the Division, and not the Company. FAMLI benefits are calculated by the Division based on the Teammate’s average weekly wage in relation to the state average weekly wage and are capped at a maximum weekly benefit amount that is adjusted annually. The Division will decide whether to grant or deny a claim for FAMLI benefits within two (2) weeks of the application being filed.

Teammates may use available Company-provided paid time off during their absence from work while their application for FAMLI leave is pending with the Division. Once their application is approved, the Company may recoup any Company-provided paid time off used during the approved FAMLI leave period, to the extent such paid time off was not mutually agreed and acknowledged to be a supplemental benefit to FAMLI benefits and/or the use of such paid time off during this period caused the Teammate to receive more than their average weekly wage. The Company may seek recoupment by any legal means, including by making lawful payroll deductions and replenishing the Teammate’s bank of Company-provided paid time off.

### *Health Benefits*

During an approved FAMLI leave, the Company will continue making contributions for a Teammate's group health benefits on the same terms as if the Teammate had continued to work. This means that, if a Teammate wants benefits coverage to continue during FAMLI leave, the Teammate must continue to make any premium payments they were required to make for themselves or their dependents prior to the leave.

### *Intermittent or Reduced Schedule Leave*

In addition to a continuous leave (i.e., a non-recurring, uninterrupted period of leave), eligible Teammates may take FAMLI leave on an intermittent basis (i.e., taking leave in blocks of time due to a single qualifying reason) or on a reduced schedule basis (i.e., reducing the Teammate's normal weekly or daily work schedule).

FAMLI leave can be taken in increments of one hour. Taking leave intermittently or on a reduced leave schedule will result in a proportionate reduction in the Teammate's available allotment of FAMLI leave. A Teammate who applies for intermittent or reduced schedule leave will not receive benefits from the Division until they have accumulated at least eight (8) hours of FAMLI leave.

If a Teammate is approved for intermittent or reduced schedule FAMLI leave, the Teammate must submit documentation sufficient to recertify their need for leave every six months, or as requested by the Division.

Teammates seeking intermittent or reduced schedule FAMLI leave must notify the Division and the Company of the schedule for the leave. Teammates receiving intermittent leave must notify the Division of the individual absences in order to receive wage replacement benefits for the absences.

Teammates who are approved for and take intermittent or reduced schedule leave and who fail to work in accordance with that leave schedule may be subject to discipline. If a Teammate's use of intermittent FAMLI leave is inconsistent with the Division's approval, the Company may also request additional information in support of the need for leave.

### *Applying for FAMLI Benefits*

Teammates must file claims for FAMLI benefits directly with the Division using the Division's forms. Applications may be submitted using the FAMLI Division's online system, by mail, or by e-mail, and may be submitted up to thirty (30) days prior to the anticipated beginning of FAMLI leave. Applications must be submitted no later than thirty (30) days after the start of FAMLI leave unless the Teammate establishes good cause and submits the application fewer than ninety (90) days after the start of leave.

Teammates will be required to submit to the Division additional documentation supporting the need for leave. Required documentation may include, for example, a birth certificate or adoption paperwork for leave upon the birth or placement of a child or medical certification from a healthcare provider for leave to care for the Teammate's or a family member's serious health condition.

By submitting an application for benefits, a Teammate consents to the Division sharing with the Company, upon the Company's request, limited information necessary for the Company to coordinate FAMLI benefits with other benefits for which the Teammate may be eligible. The Company will treat any medical or health information it receives in connection with FAMLI benefits as confidential and will not disclose such information except with the permission of the Teammate requesting leave, unless disclosure is otherwise required by law.

#### *Requesting FAMLI Leave*

Teammates must notify the Company of the need for FAMLI leave by contacting Human Resources and specifying the anticipated starting time, duration, and where applicable, frequency of the leave. For Teammates on intermittent leave, these scheduling and notice requirements apply to each absence.

If the need for leave is foreseeable, the Teammate must provide thirty (30) days' notice of the need for leave and consult with the Company and make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations (subject to approval from the Teammate's health care provider). If the necessity for leave is not foreseeable, or providing 30 days' notice is not possible, the Teammate must provide the notice as soon as practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

Teammates on an approved FAMLI leave must notify the Division within ten (10) days after the occurrence of any event, or the foreseeability of any event, that could change the amount or duration of approved leave.

#### *Return to Work*

The Company may require a Teammate to provide certification of the Teammate's fitness for duty prior to returning to work from a FAMLI-approved absence.

A Teammate who has been employed with the Company for at least 180 days prior to the commencement of a FAMLI leave and returns to work on or before the approved leave's end date will be entitled to return to their former job or to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

The Company may deny restoration to any Teammate:

- Where the Teammate has not been employed with the Company for at least 180 days prior to the commencement of the Teammate's FAMLI leave;
- Where the Teammate's FAMLI leave extends beyond the maximum benefit duration to which they are entitled;
- Where the Teammate's return from FAMLI leave coincides with a scheduled cessation of operations for the season and the Company can show the Teammate would not otherwise have been employed at the time of reinstatement;
- Where the Teammate's written contract for employment with the Company has ended pursuant to its terms;

- Where a Teammate's position is eliminated due to legitimate downsizing or reorganization;
- Where the Teammate cannot perform the essential functions of their job any longer following the period of leave. However, a Teammate may be eligible to request reasonable accommodation under the Americans with Disabilities Act or other applicable state or federal law;
- Where the Division has made a determination that the Teammate applied for or was approved for FAMLI leave insurance benefits based on a fraudulent certification;
- Where the Teammate fails to provide notice of a need for FAMLI leave, unless the need for leave was not foreseeable and unusual circumstances justify the failure to comply; or
- Where a Teammate on FAMLI leave provides written notice of resignation.

#### *Coordination with Other Leaves and Benefits*

FAMLI leave will run concurrently with leave taken under the federal Family and Medical Leave Act and the Colorado Family Care Act if the leave qualifies under each respective law.

FAMLI leave will run also concurrently with leave taken under any disability plan or an employer-provided paid family and medical leave benefit if the absence qualifies under each respective program. This means that the Company will count FAMLI wage replacement amounts and the duration of FAMLI leave toward the remaining benefit amounts and leave duration provided under such Company-provided disability plan or paid family and medical leave benefit. In no case will the combined pay an eligible Teammate receives through any wage-replacement program(s), including FAMLI benefits and any Company-provided disability plan or paid family and medical leave benefit, exceed the Teammate's average weekly wage. Additionally, all wage-replacement benefits will be fully integrated to avoid duplication of benefits, to the fullest extent permitted by state or federal law.

The Company will not require Teammates to use or exhaust any accrued vacation leave, sick leave, or other Company-provided paid time off prior to or while receiving FAMLI benefits.

However, Teammates may use Company-provided paid time off (including vacation, paid sick leave, and paid personal leave) as a supplemental benefit to FAMLI, to receive their full average weekly wage during some or all of the FAMLI leave. The Teammate must notify the Company in writing of their intention to use Company-provided paid time off to supplement FAMLI leave benefits.

#### *Fraudulent Use of FAMLI Prohibited*

Teammates who fraudulently obtain FAMLI benefits will not receive the protections and benefits provided by the law.

#### *Protected Rights*

The Company takes its FAMLI obligations very seriously and will not interfere with, restrain or deny the exercise of any right protected under the FAMLI Act. The Company will not discriminate or retaliate against any individual because they use or request leave in accordance with this policy, file a complaint or institute a proceeding related to the FAMLI Act, testify or provide information in an inquiry or proceeding related to the FAMLI Act, or otherwise exercise their rights

under the FAMLI Act. If a Teammate believes that their FAMLI rights have been violated in any way, they should immediately report the matter to Human Resources.

Teammates may also contact Human Resources with questions regarding FAMLI leave or benefits.

## **PUBLIC HEALTH EMERGENCY LEAVE**

For Teammates who work in Colorado only, the Company will provide Teammates with Public Health Emergency Leave ("PHEL") in accordance with the terms below.

For purposes of this policy, a "public health emergency" is:

- An act of bioterrorism, a pandemic influenza or an epidemic caused by a novel and highly fatal infectious agent, for which:
  - An emergency is declared by a federal, state or local public health agency; or
  - A disaster emergency is declared by the Governor; or
  -

On the day a public health emergency is declared, Teammates will immediately be able to access a one-time supplement of PHEL in addition to whatever amount of PST Teammates may have available via a grant from the Company. Teammates who normally work forty or more hours in a week shall have access to up to 80 hours of total paid leave (inclusive of the Paid Sick Time). Teammates who normally work fewer than 40 hours per week shall have access to paid leave equaling the greater of the number of hours the Teammate (a) is scheduled to work or paid leave in the upcoming 14-day period after the leave request or (b) actually worked in the 14-day period prior to the declaration of the public health emergency or the leave request (whichever is greater).

- To self-isolate and care for oneself or a family member who is self-isolating because the Teammate or family member is diagnosed with, or experiencing symptoms of, a communicable illness that is the cause of a public health emergency;
- To seek or obtain for oneself or care for a Teammate is unable to work because the Teammate has a health condition that may increase susceptibility to or risk of communicable illness that is the cause of the public health emergency;
- Either the Company or a public health authority with appropriate jurisdiction determines that a Teammate's presence on the job or in the community would jeopardize the health of others because of the individual's exposure to a communicable illness that is the cause of a public health emergency or because the individual is exhibiting symptoms of such a communicable illness, regardless of whether the individual has been diagnosed with the illness;
- To care for a family member after either the family member's employer or a public health authority with appropriate authority 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 a communicable illness that is the cause of a public health emergency or because the family member is exhibiting symptoms of such a communicable illness, regardless of whether the family member has been diagnosed with the illness;
- To care for a child or other family member when their childcare provider is unavailable due to a public health emergency or their school or place of care has been closed due to a public health emergency (including when the school or place of care is physically closed but providing instruction remotely).

PHEL will become available on the date a public health emergency is declared and will remain available until four weeks after the official termination or suspension of the public health emergency. Teammates are only eligible for these amounts of PHEL one time during the entirety of a public health emergency (even if the public health emergency is extended, amended, restated or prolonged).

When the need for PHEL is foreseeable and the workplace has not been closed, Teammates must notify the Company of the need for PHEL as soon as practicable. To provide notice of the need to use PHEL, Teammates should contact their People Partner.

### **Teammate Records Requests**

Upon a Teammate's request, the Company will provide (in writing or electronically) documentation indicating the current amount of PST and/or PHEL available for use and the amount of such leave already used during the current benefit year. Teammates will be allowed to make one such request per month, except they may make an additional request when any need for PST or PHEL arises.

ACKNOWLEDGMENT OF RECEIPT OF  
COLORADO OVERTIME AND MINIMUM PAY STANDARDS ORDER (COMPS ORDER #39)  
POSTER

I acknowledge that I have been provided with a copy of the Colorado Overtime and Minimum Pay Standards Order (COMPS ORDER #39) poster.

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Teammate Name (print)

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Teammate Signature

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Date



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**

## **CONNECTICUT SUPPLEMENT**

### **Sexual and Other Prohibited Harassment**

**SEXUAL HARASSMENT IS ILLEGAL.** The Company is committed to providing a work environment free of harassment. The Company complies with Connecticut law and maintains a strict policy prohibiting sexual harassment and unlawful discrimination against any Teammate, intern or applicant for employment based on race, color, religion, creed, age, sex (including pregnancy, child-bearing capacity, sterilization, fertility or related medical conditions), sexual orientation, national origin, homelessness, family violence victim status, ancestry, marital status, veteran status, gender identity or expression, and present or past history of mental, intellectual, physical or learning disability, and genetic information. The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law. The Company strictly prohibits sexual harassment by or against any individuals involved in Company operations, including Teammates (regardless of position), applicants, interns, temporary workers, vendors, contractors and any other third party involved in Company operations.

All Teammates are expected to comply with the Company's Sexual and Other Prohibited Harassment policy, which is included in the Handbook. While the Sexual and Other Prohibited Harassment policy sets forth the Company's goals of promoting a workplace that is free of harassment, the policy is not designed or intended to limit the Company's authority to discipline or take remedial action for workplace conduct that we deem unacceptable, regardless of whether that conduct satisfies the definition of unlawful harassment.

Any Teammate who is found to have engaged in discriminatory or harassing conduct will be subject to appropriate disciplinary action, up to and including termination. Individuals who engage in acts of sexual harassment may also be subject to civil and criminal penalties.

Retaliation against anyone reporting acts of harassment or discrimination, participating in an investigation, or helping others exercise their right to complain about discrimination or harassment is unlawful and will not be tolerated.

In addition to the complaint procedures set forth in the Handbook, any Teammate who believes they have been harassed or discriminated against may file a complaint with the Connecticut Commission on Human Rights and Opportunities (CHRO). The CHRO may be reached at 450 Columbus Blvd Suite 2, Hartford CT 06103; telephone number (860) 541-3400; TDD NUMBER (860) 541-3459; Connecticut Toll Free 1(800) 477-5737; or online at [www.ct.gov/CHRO](http://www.ct.gov/CHRO).

Connecticut law requires that a complaint be filed with the CHRO within 300 days of the alleged harassment.

- Remedies for sexual harassment can include:
- Cease and desist orders;
- Back pay;
- Compensatory damages;

- Emotional distress damages;
- Attorney's fees; and
- Hiring, promotion or reinstatement.

Teammates can find additional information about the illegality of sexual harassment and the remedies available to victims of sexual harassment at the CHRO's informational website: <https://www.ct.gov/chro/cwp/view.asp?a=5019&Q=609536&chroNav=1>.

### **Meal Breaks**

Teammates who work seven and one-half or more consecutive hours will be provided one 30-minute meal break. The meal break generally should be taken after the first two hours of work and before the last two hours of work.

An uninterrupted 30-minute meal break will be unpaid for nonexempt Teammates. All nonexempt Teammates must record their meal breaks.

Teammates who are unable to take all of the meal breaks to which they are entitled in accordance with this policy, or who have been prevented or discouraged from taking a break to which he or she is entitled under this policy, should immediately notify a supervisor, a Human Resources representative.

### **Connecticut Family and Medical Leave**

The Company recognizes that Teammates may need to be absent from work for an extended period of time for family and/or medical reasons and will grant time off to Teammates in accordance with the requirements of the federal Family and Medical Leave Act (FMLA) and the Connecticut Family and Medical Leave Act (CTFMLA). When both the FMLA and CTFMLA apply, the leave provided by each will count against the Teammate's entitlement under both laws and must be taken concurrently. A Teammate who is eligible for leave under only one of these laws will receive benefits in accordance with that law only.

The following policy addresses Teammate rights under the CTFMLA. Teammates should refer to the Handbook for additional details regarding the FMLA. All questions concerning this policy should be directed to Human Resources.

#### ***Eligible Teammates***

To be eligible for CTFMLA leave, a Teammate must have been employed by the Company in the State of Connecticut for at least three consecutive months immediately preceding the request for leave.

#### ***Reasons for and Length of Family and Medical Leave***

Eligible Teammates may request up to a maximum of 12 weeks of CTFMLA leave in a 12-month period for one or more of the following reasons:

- To bond with a son or daughter within one year of the child's birth or placement in connection with foster care or adoption, or when leave is required because of the impending birth or placement of a child; ("Bonding Leave").
- To care for a family member who has a serious health condition ("Family Care Leave").
- For the Teammate's own serious health condition ("Serious Health Condition Leave").
- To serve as an organ or bone marrow donor ("Donor Leave").
- For a "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's, or parent's "covered active duty" (as defined below) as a member of the military reserves, National Guard (including the Connecticut National Guard) or Armed Forces ("Military Emergency Leave").

For the 12-month period, the Company uses a rolling 12-month period measured backward from the date a Teammate uses their CTFMLA leave. Under this method, the 12-month period is measured backward from the day the Teammate uses any CTFMLA leave.

Serious Health Condition Leave may be extended up to an additional two weeks (up to a total of 14 weeks of Serious Health Condition Leave in a 12-month period) if the Teammate experiences a serious health condition that results in incapacity during pregnancy.

Eligible Teammates may also take CTFMLA leave when they are absent from work in order to care for a spouse (including a same-sex spouse and an out-of-state civil union or domestic partner residing in Connecticut), son, daughter, parent or next of kin, who is a member of the Armed Forces (as defined under the law) and is undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status or is on the temporary disability retired list for a serious injury or illness incurred in the line of duty ("Military Caregiver Leave"). Teammates seeking Military Caregiver Leave may take up to a maximum of 26 workweeks in a single 12-month period for each armed forces member, per serious injury or illness incurred in the line of duty. The 12-month period begins on the date of the Teammate's first day of leave taken to care for a covered armed services member and ends 12 months after that first day of leave.

If both spouses (including same-sex spouses or out-of-state civil union or domestic partners) are employed by the Company and are eligible for CTFMLA leave, their combined leave may not exceed a combined total of 12 workweeks during any 12-month period if such leave is taken upon the birth or placement of a son or daughter for adoption or foster care or to care for a sick family member. If both spouses are employed by the Company and are entitled to Military Caregiver Leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 26 workweeks during any 12-month period.

### ***Intermittent and Reduced Schedule Leave***

Serious Health Condition Leave, Military Caregiver Leave, Donor Leave and Family Care Leave may be taken intermittently (i.e., in separate blocks of time) or on a reduced leave schedule (i.e., a schedule that reduces the usual number of hours per workweek, or hours per workday) when medically necessary. Leave due to military exigencies may also be taken on an intermittent basis. The Company may require a Teammate to temporarily transfer during a period of intermittent or reduced leave schedule to an available alternative position for which the Teammate is qualified to better accommodate the recurring periods of planned medical treatment leave.

Requests for intermittent or reduced schedule leave for the birth or placement of a child may be directed to Human Resources and will be considered on a case-by-case basis depending on the needs of the Company.

If a Teammate who has been approved for intermittent leave seeks leave time that is unforeseeable, the Teammate must specifically reference the need for CTFMLA leave at the time the Teammate calls off.

### **Definitions**

- “**Covered active duty**” means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.
- “**Family member**” means a Teammate’s spouse, sibling, son or daughter, grandparent, grandchild or parent, or an individual related to the Teammate by blood or affinity whose close association the Teammate shows to be the equivalent of those family relationships, regardless of biological or legal relationship or lack thereof.
- “**Grandchild**” means a grandchild related to a person by blood or marriage or because of the adoption or foster care by a child of the grandparent.
- “**Grandparent**” means a grandparent related to a person by blood or marriage or because of the adoption of a minor child or foster care of a child by a child of the grandparent;
- “**Next of kin**” means, with respect to Military Caregiver Leave, the armed forces member’s nearest blood relative, other than the covered armed forces member’s spouse (including a same-sex spouse or out-of-state civil union or domestic partner), parent, son or daughter, in the following order of priority: blood relatives who have been granted legal custody of the armed forces member by court decree or statutory provisions, brothers, and sisters, grandparents, aunts and uncles, and first cousins, unless the covered armed forces member has specifically designated in writing another blood relative as their nearest blood relative for purposes of Military Caregiver Leave or any other individual whose close association with the Teammate is the equivalent of a family member for purposes of Military Caregiver Leave, in which case the designated individual will be considered the next of kin.
- “**Parent**” means a biological parent, foster parent, adoptive parent, stepparent, parent-in-law or legal guardian of an eligible Teammate or an eligible Teammate’s spouse, an individual standing in loco parentis to an eligible Teammate, or an individual who stood in *loco parentis* to the eligible Teammate when the Teammate was a child.
- “**Serious Health Condition**” means an illness, injury, impairment or physical or mental condition that involves either: inpatient care in a hospital, hospice, nursing home or residential medical care facility; or continuing treatment, including outpatient treatment, by a health care provider.

- “**Sibling**” means a brother or sister related to a person by blood, marriage, adoption by a parent of the person or foster care placement.
- “**Son or daughter**” means a biological, adopted, or foster child, stepchild, legal ward, or a child of a person standing in loco parentis, or an individual to whom the Teammate stood in loco parentis when the individual was a child.

### ***Requesting Leave***

Teammates should contact Human Resources as soon as they become aware of the need for CTFMLA leave. Only Human Resources has the authority to grant or deny requests for CTFMLA leave.

If the need for Bonding Leave is foreseeable, the Teammate must provide at least 30 days' advance notice of the intention to take leave. If the date of birth or placement of a child requires leave to begin in less than 30 days, the Teammate must provide notice as soon as is practicable. If the need for Serious Health Condition Leave, Family Care Leave or Donor Leave is foreseeable based on planned medical treatment, the Teammate should make a reasonable effort to schedule the treatment so as not to unduly disrupt Company operations (subject to health care provider approval) and must provide 30 days' advance notice, or as much notice as is practicable.

Any request for Serious Health Condition Leave, Family Care Leave or for Military Caregiver Leave must be supported by a certification issued by the health care provider of the eligible Teammate or family member. Certification forms for this purpose may be obtained from Human Resources. Teammates must provide a copy of the completed certification form to Human Resources within 15 calendar days. Certifications for intermittent leave or leave on a reduced schedule for certain qualifying reasons will need to include the expected duration and schedule of the intermittent leave or reduced schedule leave.

If a completed form is not returned in a timely manner, the leave may be delayed or denied. The Company may require periodic recertification, not more than once per 30-day period unless required by the health care provider. The Company may also require, at its own expense, a second or third medical opinion regarding a Teammate's own serious health condition or the serious health condition of a Teammate's family member. Teammates are expected to cooperate with the Company in obtaining additional medical opinions that the Company may require.

### ***Health Benefits***

The Company will not continue making contributions for a Teammate's group health benefits during CTFMLA unless the Teammate is eligible for benefit continuation under another applicable law, such as federal FMLA. Teammates will be provided information regarding continuation of benefits under COBRA, where applicable.

No loss of service credit with the Company will occur as a result of leave under the FMLA or the CTFMLA, but a Teammate who takes leave under this policy is not entitled to the accrual of any seniority or employment benefits during any period of leave.

### ***Effect on Other Rights and Paid Leave***

When both the FMLA and the CTFMLA apply, the leave provided by each will count against the Teammate's entitlement under both laws and leave taken under the FMLA will run concurrently with leave taken under the CTFMLA.

For time off that qualifies as CTFMLA leave, Teammates may use available vacation, paid sick time and other available paid time off. Teammates will also be allowed to use up to two weeks of available accrued sick leave for Bonding Leave or Family Care Leave.

Teammates may also be eligible to receive partial wage replacement benefits ("PFML Benefits") during a CTFMLA through the state-mandated Connecticut Paid Leave Program, which is administered by the CT Paid Leave Authority ("PLA"). Sick leave, vacation and similar Company-provided paid time off cannot be used simultaneously with PFML Benefits.

For more information about PFML Benefits, see the Company's Paid Family and Medical Leave Benefits policy or contact Human Resources. Teammates can also find additional information about filing for PFML Benefits through the PLA's website: [ctpaidleave.org](http://ctpaidleave.org).

### ***Return from Leave***

Upon return from CTFMLA leave, the Teammate will be returned to work at the position of employment held by the Teammate when the leave commenced or, if that position is not available, to one with equivalent benefits, pay and other terms and conditions of employment. If a Teammate is medically unable to perform the functions of their original job upon expiration of the leave, they will be transferred to work that is suitable for the Teammate's physical condition if such work is available. A Teammate has no greater right to continued employment or reinstatement than if the Teammate had been continuously employed. For example, employment may be terminated in conjunction with layoff or job elimination during a leave of absence the same as if the Teammate were not on leave.

The Company requires each Teammate returning from a leave taken for their own serious health condition to receive certification from a health care provider that the Teammate is able to resume work, unless the Teammate is on an intermittent or reduced schedule.

Documents relating to medical certifications, recertifications or medical histories of Teammates or Teammates' family members will be maintained separately and treated as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.

### ***Fraudulent Use of CTFMLA Prohibited***

A Teammate who fraudulently obtains CTFMLA leave from the Company is not protected by CTFMLA's job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against a Teammate who engages in this kind of fraud.

## ***Protected Rights***

The Company takes its CTFMLA obligations very seriously and will not interfere with, restrain, or deny the exercise of any right protected under the CTFMLA. It is a violation of Connecticut law and Company policy to retaliate against a Teammate because they request, apply for or use CTFMLA leave for which they are eligible. Teammates who believe that their CT FMLA rights have been violated in any way should immediately report the matter to Human Resources or the Company's ethics hotline. Teammates also have the right to file a complaint with the Connecticut Labor Commissioner alleging a violation of the CTFMLA.

Teammates may also contact Human Resources with questions regarding CTFMLA leave.

## **Connecticut Paid Family and Medical Leave Benefits**

In accordance with the Connecticut's Paid Family and Medical Leave Act ("PFMLA") Teammates may be eligible through the state-mandated Connecticut Paid Leave Program to receive partial wage replacement benefits ("PFML Benefits") for leave taken for any of the qualifying reasons under the Connecticut Family and Medical Leave Act (CTFMLA) or to address specific situations associated with being the victim of family violence. PFML Benefits are administered and paid by the CT Paid Leave Authority ("PLA"), not the Company.

### ***Eligible Teammates***

To be eligible for PFML Benefits, a Teammate must have earned at least \$2,325.00 during the base period (i.e., the first four of the five most recently worked quarters) and must either be currently employed by an employer covered by PFMLA or have been employed by a covered employer within the previous 12 weeks. The PLA will determine whether the Teammate has met eligibility requirements for purposes of PFML Benefits.

### ***Reasons for and Length of PFML Benefits***

Eligible Teammates can receive up to up to 12 weeks of PFML Benefits in a 12-month period when not working because of a reason that is also a protected reason for leave under CTFMLA (i.e., to bond with a new child, care for a family member with a serious health condition, care for the Teammate's own serious health condition, serve as an organ or bone marrow donor, care for certain family members who were injured in the line of duty while on active military duty, or assist with obligations that arise when a family member is called into active military service). Teammates may also be entitled to an additional two weeks of PFML Benefits (up to a total of 14 weeks) if they experience a pregnancy-related serious health condition that results in incapacity.

If both spouses (including same-sex spouses or out-of-state civil union or domestic partners) are employed by the Company and are eligible for PFML Benefits, they will each be eligible for up to 12 weeks of compensation in a 12-month period. This eligibility for PFML Benefits does not increase a Teammate's eligibility for protected leave under the CTFMLA.

Teammates may also be eligible to receive PFML benefits during leave provided in accordance with Connecticut law for reasons related to being the victim of family violence, including to: seek medical care or counseling for physical or psychological injury or disability; obtain services from a victim services organization; relocate due to the family violence; or participate in any civil or criminal proceeding related to or resulting from such family violence.

Teammates can seek PFML Benefits when taking nonconsecutive hours of leave (i.e., leave on an intermittent or reduced schedule basis).

Teammates should consult the Company's Connecticut Family and Medical Leave and Family Violence Victim Leave policies or contact Human Resources for additional information about available leave.

### ***Contributions for PFML Benefits***

PFML benefits are funded by Teammate contributions to the CT Paid Leave Trust Fund. Teammate contributions are made through after-tax payroll deductions, and the amount of the contribution will not exceed one-half of one percent (0.5%) of the Teammate's wages (as calculated for purposes of FICA), up to the Social Security wage contribution cap set by the federal government. The amount of any deduction taken will be reflected on a Teammate's paystub.

### ***Wage Replacement Benefits***

The PFML wage replacement benefits are calculated by the PLA, not the Company, in accordance with the following:

<b>Eligible Teammate's Base Weekly Earnings</b>	<b>Eligible Teammate's PFML Benefit Rate</b>
Base weekly earnings are less than or equal to the Connecticut minimum wage multiplied by 40	95% of the eligible Teammate's base weekly earnings, less any offsets
Base weekly earnings are greater than the Connecticut minimum wage multiplied by 40	95% of the Connecticut minimum wage multiplied by 40, plus 60% of the amount the Teammate's base weekly earnings exceed the Connecticut minimum wage multiplied by 40 (less any offsets), up to maximum weekly benefit amount of 60 times the Connecticut minimum wage.

Benefit payments will be administered by the PLA. Approved benefits are generally paid on a weekly basis via Electronic Funds Transfer or Stored Value Card.

Teammates will not be eligible to receive PFML Benefits concurrently with unemployment insurance, workers' compensation or any other wage replacement benefits provided in accordance with a state or federal program.

### ***Requesting Benefits***

Teammates seeking to use PFML Benefits must provide notice to the Company and to the PLA. Teammates will need to submit a claim for benefits and supporting documentation to the PLA. The PLA has indicated that it will not typically approve requests for PFML Benefits that are submitted more than 45 days following the initial date for which compensation is requested, unless the PLA determines that the Teammate has good cause for the delay.

Among other things, the PLA requires that Teammates provide an Employment Verification Form ("EVF") to their employers. Teammates seeking PFML Benefits can submit the EVF to Human Resources via email. The Company will submit the completed EVF to the PLA within 10 calendar days after receiving the EVF from the Teammate.

Teammates can find additional information about filing for PFML Benefits through the PLA's website: [ctpaidleave.org](http://ctpaidleave.org).

#### ***Effect on Other Paid Leave***

Teammates may use available sick leave, vacation or similar Company-provided paid time off before using PFML Benefits while on leave. Teammates will also be allowed to use up to two weeks of available accrued sick leave before using PFML Benefits for CTFMLA leave that is taken for the purposes of Bonding or Family Care, as those terms are defined in the Company's Connecticut Family and Medical Leave Policy.

Vacation and similar Company-provided paid time off cannot be used simultaneously with PFML Benefits.

#### ***Protected Rights***

The Company takes its CTFMLA obligations and Teammate rights under the PFMLA very seriously and will not interfere with, restrain or deny the exercise of any right protected under the CTFMLA or PFMLA. It is a violation of Connecticut law and Company policy to retaliate against a Teammate because they request, apply for or use CTFMLA leave for which they are eligible. Teammates who believe that their CT FMLA or PFMLA rights have been violated in any way should immediately report the matter to Human Resources. Teammates also have the right to file a complaint with the Connecticut Labor Commissioner alleging a violation of the CTFMLA.

Teammates may also contact Human Resources with questions regarding CTFMLA leave, leave for victims of family violence or PFML Benefits.

#### **Pregnancy Leave and Accommodation**

Teammates and applicants with needs related to pregnancy, childbirth, or related conditions (including, but not limited to lactation and fertility treatment), may request a reasonable accommodation to enable them to perform their job. The Company will provide a reasonable accommodation for needs related to pregnancy, childbirth or a related medical condition so long as the requested accommodation does not impose an undue hardship on the Company's business operations.

A reasonable accommodation may include, but is not limited to, the following:

- Being permitted to sit or eat while working;
- More frequent or longer breaks, including bathroom, water or rest breaks;
- Modified policies regarding food and drink while working;
- Periodic rest;

- Assistance with manual labor;
- Assistive equipment (e.g., a stool, chair or assistive lifting equipment);
- Job restructuring;
- Light or desk duty assignments;
- Modified work schedules;
- Modified dress code or uniform requirements;
- Relocation of a workstation to allow additional room for movement or greater proximity to the bathroom;
- Temporary transfers to less strenuous or hazardous work;
- Time off to attend pre-natal, post-natal or fertility treatment appointments or to recover from childbirth; or
- Break time and appropriate facilities for expressing breast milk.

Teammates who request an accommodation need not disclose their medical diagnosis and should, instead, indicate the nature of the limitation giving rise to the need for accommodation (e.g., back pain) and that the limitation is related to the Teammate's pregnancy, childbirth or related condition.

The Company will grant a reasonable leave of absence to female Teammates who are disabled due to pregnancy in accordance with all applicable laws. If the need for leave is unforeseeable, Teammates should notify the Company as soon as possible and practical of the need for leave. When the need for the leave is foreseeable, the Teammate is required to provide 30 days' advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the Teammate becomes aware of the need for leave or the next business day). Any request for pregnancy-related leave must be supported by a certification issued by the Teammate's health care provider. Certification forms for this purpose may be obtained from Human Resources. Teammates must provide a copy of the completed certification form to Human Resources within 15 calendar days, unless a longer period of time is reasonably necessary.

If a Teammate is eligible for leave under the federal Family and Medical Leave Act (FMLA) or the Connecticut Family and Medical Leave Act (CFMLA), the FMLA and/or CFMLA leave, and pregnancy disability leave will run concurrently. Once the Teammate signifies her intent to return to work, the Teammate will be reinstated to her original or similar position with equivalent pay and benefits unless the Company's circumstances have changed and make it impossible or unreasonable to do so.

The Company will not require a pregnant Teammate or applicant to accept a reasonable accommodation if she does not have a known pregnancy-related limitation or require reasonable accommodation to perform her job's essential duties, nor will the Company require a pregnant Teammate to take a leave of absence instead of providing a reasonable accommodation.

The Company will not deny employment opportunities or take adverse employment action against otherwise qualified applicants or Teammates based on the need to make such reasonable accommodations, nor will the Company retaliate against any Teammate or applicant who requests an accommodation.

Teammates who have questions about this policy or who wish to request leave or other reasonable accommodation under this policy should contact their Human Resources representative. Human Resources will communicate with the Teammate and engage in good faith in an interactive process to determine the nature of the limitation and what, if any, reasonable accommodation(s) may be appropriate. In some cases, this interactive process may be triggered without a request from the Teammate, such as when the Company receives notice from its own observation or another source that a Teammate may need a reasonable accommodation related to pregnancy, childbirth or related conditions.

### **Paid Sick Leave**

The Company provides eligible Teammates with paid sick leave in accordance with Connecticut's paid sick leave law. The guidelines set forth in this policy do not supersede applicable federal, state, or local law regarding leaves of absence, including leave taken under the Family and Medical Leave Act (FMLA) and/or as a reasonable accommodation under the Americans with Disabilities Act (ADA) or Americans with Disabilities Act Amendments Act of 2008 (ADAAA) or any other applicable federal, state, or local law, including those prohibiting discrimination and harassment.

**The accrual only applies to eligible Teammates who do not receive sufficient Paid Sick Leave under the Company's main paid sick leave policy. Teammates who receive sufficient time under that policy do not receive additional time under this policy, unless required by law.**

#### ***Eligibility***

Regular, full-time, and part-time service workers who are either non-exempt or paid on an hourly basis and who work in Connecticut are eligible to accrue paid sick leave. Temporary or day workers (defined as those who perform work on a per diem basis or an occasional or irregular basis, for only the time required to complete such work, whether they are paid by the person for whom such work is performed by or a temporary help service or employment agency) are not eligible for paid sick leave.

#### ***Reasons Paid Sick Leave May Be Used***

Teammates may use accrued paid sick leave for absences resulting from any of the following:

- The Teammate's or eligible family member's illness, injury or health condition;
- To obtain professional medical diagnosis, care or treatment for the Teammate's or eligible family member's mental or physical illness, injury or health condition;
- To obtain preventative care for the Teammate or eligible family member;
- If the Teammate is a victim of family violence or sexual assault and needs time off for the purpose of:

- 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 such family violence or sexual assault; or
- To participate in any civil or criminal proceedings related to or resulting from such family violence or sexual assault.

Eligible family members include the Teammate's spouse (including a same-sex spouse or out-of-state civil union or domestic partner) and child(ren).

### ***Accrual of Leave***

Leave is accrued at a rate of one hour for every 40 hours worked up to a maximum accrual of 40 hours per calendar year. Hours worked refers to actual hours worked and does not include sick, vacation or other leave time.

Teammates accrue paid sick leave beginning upon hire.

Teammates may use paid sick leave after the 680th hour of employment with the Company. Teammates must have averaged 10 or more work hours per week in the previous calendar quarter in order to use accrued paid sick leave.

Teammates may use a maximum of 40 hours of paid sick leave in any calendar year.

### ***Increments***

Paid sick leave must be used in increments of one hour or more.

### ***Requesting Leave and Documentation***

Teammates must provide seven days' notice before taking leave if the need for paid sick leave is foreseeable. If the need for leave is not foreseeable, the Teammate must give notice as soon as practicable.

The Company requires Teammates who are out on leave for three or more consecutive workdays and seeking compensation to provide reasonable documentation verifying that the leave is being taken for a reason permitted under this policy. Such documentation may include:

- For leaves related to mental or physical illness, treatment of an illness and preventative care, a signed document by a health care provider indicating the need for leave and the number of days needed; or
- For leaves relating to family violence, a court record or documentation signed by the Teammate or volunteer working for a victim services organization, an attorney, police officer or other counselor involved with the Teammate.

Teammates are prohibited from using paid sick leave for improper purposes.

### ***Carry Over***

Teammates may carry over up to 40 unused accrued hours of paid sick leave from one year to the next but can only use up to 40 hours of paid sick leave in any one year.

### ***Effect on Other Rights and Policies***

The Company may provide other forms of leave for Teammates to care for medical conditions under certain federal, state and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal or state law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Teammates should contact their Human Resources representative for information about other federal, state and municipal medical or family leave rights.

### ***Termination***

Compensation for accrued and unused paid sick leave is not provided upon separation of employment for any reason.

### ***Retaliation***

The Company will not retaliate or discriminate against Teammates who request or use paid sick leave for authorized circumstances or for making a complaint about suspected violations of this policy.

### ***Domestic Violence Victim Leave***

Teammates who are victims of domestic violence will be allowed a reasonable leave of absence in order to:

- Seek attention for injuries caused by domestic violence, including for a child who is a victim of domestic violence, provided the Teammate is not the perpetrator of the domestic violence against the child;
- Obtain services including safety planning from a domestic violence agency or rape crisis center as a result of domestic violence;
- Obtain psychological counseling related to an incident or incidents of domestic violence, including for a child who is a victim of domestic violence, provided the Teammate is not the perpetrator of the domestic violence against the child;
- Take other actions 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 legal proceedings in relation to the incident or incidents of domestic violence.

The Company may require certification of the Teammate's reason for leave. Such certification can include any of the following:

- A police report indicating that the Teammate or the Teammate's child was a victim of domestic violence;
- A court order protecting or separating the Teammate or Teammate's child from the perpetrator of an act of domestic violence;
- Other evidence from the court or prosecuting attorney that the Teammate appeared in court; or
- Documentation from a medical professional, domestic violence counselor or other health care provider, that the Teammate or the Teammate's child was receiving services, counseling or treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

To the extent permitted by law, the Company will maintain the confidentiality of any information regarding a Teammate's status as a victim of domestic violence.

Teammates may also be entitled to leave for issues related to domestic violence under certain federal or state laws. The Company will not discriminate or retaliate against a Teammate because they are a victim of domestic violence or request leave in accordance with this policy. If a Teammate has a physical or mental disability resulting from an incident or series of incidents of domestic violence, the Teammate will be treated in the same manner as a Teammate with any other disability.

### **Electronic Monitoring**

The Company monitors Teammate use of company computer networks, electronic mail (email) systems and other company communication resources in its sole discretion. Specifically, the Company monitors emails, texts, voicemails, data, files, recordings and network and internet usage. Accordingly, Teammates should not expect that these communications are private.

No audio or video recording occurs in restrooms or areas where Teammates change clothing.

### **Privacy Protection Policy for Social Security Numbers**

The Company has established the following procedures to protect the confidentiality and security of Social Security numbers (SSNs) received by the Company. This policy applies to SSNs received for any employment-related purpose, including, but not limited to, pre-employment background screening; payroll, benefits, and Human Resources administration; and employment-related investigations.

## **DELAWARE SUPPLEMENT**

### **Equal Employment Opportunity**

The Company is committed to equal employment opportunity and to compliance with federal antidiscrimination laws. We also comply with Delaware law, which prohibits discrimination and harassment against Teammates or applicants for employment based on race (including traits historically associated with race, such as hair texture and a protective hairstyle), marital status, genetic information, color, age (40 and over), religion, sex (including pregnancy, childbirth and related conditions), family responsibilities, reproductive health decisions, sexual orientation, gender identity, national origin, disability, membership in a volunteer emergency responder organization and status as a victim of domestic violence, sexual assault or stalking. The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state, or local law.

### **Whistleblower Protections (Delaware Whistleblowers Protection Act)**

Teammates have the right to complain about any of our workplace practices or policies that they believe to be in violation of law, against public policy and/or fraudulent or unethical. The Company will not take any adverse employment action against any Teammate, or otherwise retaliate against any Teammate, because:

- The Teammate, or a person acting on behalf of the Teammate, reports or is about to report to a public body a violation that the Teammate knows or reasonably believes has occurred or is about to occur, unless the Teammate knows that the report is false or acts with reckless disregard for its truth or falsity;
- The Teammate participates in, or is requested by a public body to participate in an investigation, hearing or inquiry held by the public body, or a court action, in connection with a violation;
- The Teammate refuses to commit or assist in the commission of a violation; or
- The Teammate reports to the Company a violation that the Teammate knows or reasonably believes has occurred or is about to occur, unless the Teammate knows that the report is false or acts with reckless disregard for its truth or falsity.

For purposes of this policy, a “violation” is any act or omission by the Company that is materially inconsistent with, and a serious deviation from: 1) standards implemented in accordance with a law or regulation to protect Teammates or others from health, safety or environmental hazards; or 2) financial management or accounting standards implemented under a rule or regulation created by the Company or a law, rule or regulation designed to protect any person from fraud, deceit or misappropriation of public or private funds or assets under the control of the Company.

Teammates who wish to report such violations should contact Human Resources. Teammates should also consult the Reporting and Anti-Retaliation Policy set forth in the Handbook for further information about reporting potential misconduct and protections from retaliation.

## **Meal Breaks**

Teammates who work at least seven and a half hours are entitled to a 30-minute meal break. Such breaks will be scheduled after the first two hours, but before the last two hours, of the Teammate's shift.

During the meal break, Teammates will be relieved of all duties. Teammates are free to leave the workplace and must not perform any work during the break. Teammates are expected to return to work promptly at the end of their break.

An uninterrupted 30-minute meal break will be unpaid for nonexempt Teammates. Any Teammate who is unable to take all of the meal breaks to which they are entitled in accordance with this policy, or who has been prevented or discouraged from taking a break to which they are entitled under this policy, should immediately notify Human Resources.

All nonexempt Teammates must record their meal periods.

## **Electronic Monitoring**

As is set forth more fully in the Handbook, the Company will monitor Teammates' use of Company computer networks, electronic mail systems and other Company communication resources in its sole discretion. Therefore, Teammates should not expect that these communications are private. Monitoring is conducted for the protection of Teammates and Company assets, and to ensure that the use of electronic communication systems is consistent with Company policies and legitimate business interests. The Company reserves the right to override any individual password and access any and all internet and intranet e-mail, voice messages and/or computer files in order to ensure compliance with Company policy.

While the Company reserves the right to retrieve and read any electronic messages transmitted over any Company systems or equipment, such messages otherwise should be treated as confidential by Teammates and accessed only by the intended recipients.

## **DISTRICT OF COLUMBIA SUPPLEMENT**

### **Outside Employment [District of Columbia Teammates]**

The Company's Outside Employment policy set forth in the Handbook does not apply to Company Teammates who are "Covered Teammates" for purposes of the District of Columbia's Ban on Non-Compete Agreements Amendment Act of 2020, as amended, (the "Act"). Covered Teammates are those who are not "highly compensated Teammates", as that term is defined in the Act, and who: (1) spend more than 50% of their work time for the Company working in the District of Columbia ("D.C."); or (2) have a position that is based in D.C. and regularly spend a substantial amount of their work time for the Company in D.C. and not more than 50% of their work time for the Company in another jurisdiction.

Consistent with the Act, Covered Teammates are prohibited from working for pay for a person or other employer during the Teammate's employment with the Company, if the acceptance of that payment: (1) will result in the Teammate's disclosure or use of confidential or proprietary Company information; (2) conflicts with the Company's, industry's, or profession's established rules regarding conflicts of interest; or (3) impairs the Company's ability to comply with District or federal laws or regulations, a contract, or a grant agreement. "Confidential employer information" means information owned or possessed by the Company that is not available to the general public and that the Company has taken reasonable steps to ensure is protected from improper disclosure. "Proprietary employer information" means information unique to the Company that is compiled, created, or solicited by the Company, including customer lists, client lists, and trade secrets as that term is defined by section 2(4) of the Uniform Trade Secrets Act of 1988.

Like all Company Teammates, Company Teammates who work in DC must disclose any secondary employment to the Company. If the Company has questions about whether the secondary employment presents any of the circumstances identified in the paragraph above, the Company will follow up with the Teammate as may be appropriate.

The Act limits the use of non-compete agreements. It allows employers to request non-compete agreements only from "highly compensated Teammates", as that term is defined in the Act, and under certain conditions. For more information about the Ban on Non-Compete Agreements Amendment Act of 2020, as amended, individuals can contact the District of Columbia Department of Employment Services (DOES). For more information about whether a Teammate qualifies as "highly compensated" or about the Company's policy on outside employment generally, Teammates should contact Human Resources.

The Company does not retaliate against or tolerate retaliation (or threatened retaliation) against Teammates because they exercise their rights under the Act.

### **Pregnancy Accommodation**

Teammates and applicants may request a reasonable accommodation for pregnancy, childbirth or related medical conditions or breastfeeding. A reasonable accommodation will be provided unless the accommodation would impose an undue hardship on the Company's business operations.

Reasonable accommodations may include but are not limited to: more frequent or longer breaks; time off for pre-birth complications or to recover from childbirth; the acquisition or modification of

equipment or seating; the temporary transfer to a less strenuous or hazardous position; other job restructuring, such as light duty or a modified work schedule; avoidance of heavy lifting; relocation of the Teammate's work area; or the availability of private, non-bathroom space for the expression of breast milk.

Teammates who take leave or are provided a temporary transfer as an accommodation under this policy will be reinstated to their original job or to an equivalent position with equivalent pay, accumulated seniority and retirement, benefits and other applicable service credits upon their notification to the Company of their intent to return to work or when the Teammate's need for a reasonable accommodation ends.

The Company may require that Teammates provide a certification from their health care provider regarding the medical advisability of a reasonable accommodation.

The Company will not take adverse employment actions against Teammates or applicants because they request or use reasonable accommodations in accordance with this policy.

Teammates who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their Human Resources representative.

### **Lactation Accommodation**

The Company will provide reasonable daily breaks to accommodate a Teammate desiring to express breast milk for the Teammate's child. If possible, nursing mothers should take time to express breast milk during their regular meal and/or rest breaks. If the break time cannot run concurrently with the meal and/or rest breaks already provided to the Teammate, the break time will be unpaid for nonexempt Teammates. Where these additional breaks are required, Teammates should work with their supervisor regarding scheduling.

The Company will make reasonable efforts to provide Teammates with the use of a private, secure and sanitary room in close proximity to the work area, other than a bathroom or toilet stall, for Teammates to express milk. The location may include a childcare facility in close proximity to the Teammate's work location. Teammates should discuss with their supervisor, a Human Resources representative the location to express their breast milk and for storage of expressed milk and to make any other arrangements under this policy.

The Company strictly prohibits discrimination against or harassment of Teammates because they are breastfeeding mothers and/or request or take breaks in accordance with this policy.

### **Family and Medical Leave**

We recognize that a Teammate may need to be absent from work for an extended period of time for family and/or medical reasons. Accordingly, the Company will grant time off to Teammates in accordance with the requirements of the federal Family and Medical Leave Act (Fed-FMLA) and the District of Columbia Family and Medical Leave Act (DC FMLA). Where both the Fed-FMLA and DC FMLA apply, the leave provided by each will count against the Teammate's entitlement under both laws and must be taken concurrently. A Teammate who is eligible for leave under only one of these laws will receive benefits in accordance with that law only.

The following policy addresses Teammate rights under the DC FMLA. Teammates should refer to the Handbook for additional detail regarding the Fed-FMLA. All questions concerning this policy should be directed to Human Resources.

### ***DC FMLA Leave Entitlement and Eligibility***

Teammates who have been employed by the Company for at least 12 consecutive or non-consecutive months (including any holiday, sick or personal leave) in the seven years preceding a leave request, worked for at least 1,000 hours during the 12-month period immediately preceding a leave request and work in the District of Columbia are entitled to 16 workweeks of unpaid family leave and 16 workweeks of unpaid medical leave within a 24-month period.

For purposes of this policy, a “serious health condition” means a physical or mental illness, injury, or impairment that involves inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or supervision at home by a health care provider or other competent individual.

### ***Terms of Family Leave***

Family leave may be used for the birth of a child of the Teammate, the placement of a child with the Teammate for adoption or foster care, placement of a child with the Teammate for whom the Teammate permanently assumes and discharges parental responsibility or for the care of a family member who has a serious health condition.

For purposes of this policy, a “family member” includes: (1) a person to whom the eligible Teammate is related by blood, legal custody or marriage (including same-sex marriage); (2) foster child; (3) a child who lives with an eligible Teammate and for whom the Teammate permanently assumes and discharges parental responsibility; or (3) a person with whom the Teammate shares or has shared, within the last year, a mutual residence and with whom the Teammate maintains a committed relationship. A “child” includes a person under the age of 21, a person, regardless of age, who is substantially dependent on the Teammate due to a physical or mental disability or a person under the age of 23 who is a full-time student at an accredited college or university. A “committed relationship” is a domestic partnership (as defined in section 2(4) of the Health Care Expansion Act of 1992; D.C. Official Code § 32-701(4)).

If two family members are employed by the Company, the Company may limit the total number of family leave workweeks to which the family members are entitled during the 24-month period to 16 workweeks. The Company may also limit the number of workweeks to which family members may take family leave simultaneously during the 24-month period to four workweeks.

The entitlement to family leave expires 12 months after the birth or placement of the child with the Teammate.

Teammates must provide timely notice to their supervisor, either 30 days prior to the commencement of the leave or as soon as possible prior to the date on which the Teammate wishes the leave to begin if the leave was not foreseeable. If an emergency prevents the Teammate from notifying the Company until the first day of leave, the Teammate must notify the Company no later than two business days after the absence begins. In addition, Teammates must make a reasonable effort to schedule planned medical treatment in a manner that does not disrupt company operations.

When a Teammate's covered family member has a serious health condition, leave may be taken intermittently when medically necessary. With approval, family leave may be taken on a reduced leave schedule, during which time the 16 workweeks of family leave may be taken over a period not to exceed 24 consecutive workweeks.

Family leave is unpaid unless the Teammate elects to substitute paid time off, including paid sick leave, if applicable. The use of paid time off or paid sick leave will count towards the Teammate's 16 workweeks of family leave entitlement, however, such time will not extend the leave time beyond 16 workweeks.

### ***Terms of Medical Leave***

If a Teammate becomes unable to perform the functions of his or her position because of a serious health condition, he or she will be entitled to medical leave for the time that he or she is unable to perform the functions, except that the leave must not exceed 16 workweeks during any 24-month period. This leave may be taken intermittently when medically necessary.

If a Teammate takes leave because of his or her own health condition, the Company may request that the Teammate temporarily transfer to an available alternative position which better accommodates the recurring leave and has equivalent pay and benefits.

If the need for medical leave is foreseeable, Teammates must provide reasonable prior notice and make a reasonable effort to schedule planned medical treatment in a manner that will not disrupt company operations.

Medical leave is unpaid except that Teammates may elect to substitute paid medical or sick leave and, with approval, may substitute accrued vacation, personal or compensatory time for any part of the unpaid medical leave. The use of paid time off will count towards the Teammate's 16 workweeks of medical leave entitlement.

### ***Alternative Employment in Lieu of Leave***

The Company may agree to allow alternative employment in lieu of leave for the duration of the Teammate's serious health condition. Any period of alternative employment will not count against the 16 weeks of family or medical leave to which the Teammate is entitled. When a Teammate who agreed to alternative employment becomes able to perform the duties of the original position, the Teammate will be restored to that original position or an equivalent position with equivalent employment benefits, pay, seniority and other terms and conditions of employment.

### ***Medical Certification***

Leave taken due to the serious health condition of a Teammate or covered family member must be supported by a certification from a health care provider. Teammates seeking medical leave must submit the certification within 15 days of receiving an eligibility letter. If the Company has reason to doubt the validity of the certification provided by the Teammate, the Company may require a second opinion from a health care provider approved by the Company and at the Company's expense. If the Teammate's health care provider and the health care provider providing the second opinion do not agree, the Company may require a third opinion, also at the Company's expense, performed by a mutually agreeable health care provider who will make the final determination.

The Company may require recertification on a reasonable basis and, before permitting the Teammate to return, may require the Teammate to provide medical certification that he or she is able to return to work.

### ***Benefits and Reinstatement***

During family or medical leave, Teammates are entitled to the continuation of available group health benefits under the same terms and conditions as if the Teammate had not taken leave. In other words, the Teammate must continue to pay their portion of premium contributions during the leave. Teammates are not entitled to accrue any seniority or employment benefits during leave.

Upon return from leave, a Teammate usually will be restored to their prior position or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. A Teammate has no greater right to continued employment or reinstatement than if the Teammate had been continuously employed. For example, employment may be terminated in conjunction with a layoff or job elimination during a leave of absence the same as if the Teammate was not on leave.

Certain highly compensated Teammates may be denied reinstatement if necessary to prevent substantial economic injury to the Company's operations.

### ***Confidentiality***

Documents relating to medical certifications or recertifications of Teammates or Teammates' family members will be kept confidential.

### ***Fraudulent Use of DC FMLA Prohibited***

A Teammate who fraudulently obtains leave under this policy may be subject to disciplinary action.

### ***Nondiscrimination/Anti-Retaliation***

The Company will not interfere, restrain or deny the exercise of any rights provided under this policy. If a Teammate believes that his or her leave rights have been violated in any way, he or she should immediately report the matter to Human Resources.

### ***District of Columbia Paid Family Leave***

In accordance with the District of Columbia's Universal Paid Leave Amendment Act of 2016 ("UPLAA"), eligible Teammates are entitled to paid leave benefits ("DCPFL") for parental leave to bond with a new child, family leave to care for an ill family member with a serious health condition or medical leave to care for the Teammate's own serious health condition. DCPFL includes partial wage replacement benefits that are provided through a Universal Paid Leave Implementation Fund administered by the District of Columbia's Department of Employment Services ("DOES"), Office of Paid Family Leave ("OPFL").

## ***Teammate Eligibility***

Covered Teammates are those: (1) who spend more than 50% of their work time for the Company in the District of Columbia ("D.C."); or (2) who have a position that is based in D.C. and regularly spend a substantial amount of their work time for the Company in D.C. and not more than 50% of their work time for the Company in another jurisdiction.

Covered Teammates become eligible for DCPFL benefits if they experience a qualifying event, they do not perform their regular and customary work because of the occurrence of the qualifying event, and they satisfy the following sets of criteria:

- The Teammate is employed by a covered employer at the time of application;
- The Teammate has earned income as a covered Teammate during at least one (1) of the past five (5) completed quarters immediately preceding the qualifying event for which the DCPFL claim is being submitted; and
- The Teammate's wages were reportable to DOES by the covered employer.

## ***Qualifying Reasons and Length Leave***

Eligible Teammates can submit a claim to the OPFL for payment of DCPFL benefits for a period during which they do not perform their regular and customary work following the occurrence of a qualifying event through the DOES online portal. DCPFL benefits are generally available for the qualifying reasons and, beginning October 1, 2022 in the amounts summarized below:

- **Family Leave:** Eligible Teammates can receive up to a maximum of 12 workweeks of DCPFL benefits during a 52-workweek period when providing care or companionship to a family member following the diagnosis or occurrence of the family member's serious health condition.
- **Medical Leave:** Eligible Teammates can receive up to a maximum of 12 workweeks of DCPFL benefits within a 52-workweek period following the diagnosis or occurrence of the Teammate's own serious health condition.
- **Parental Leave:** Eligible Teammates can receive up to a maximum of 12 workweeks of DCPFL benefits within a 52-workweek period for qualifying Parental Leave events, meaning events (including bonding) associated with the birth of an eligible Teammate's child; the placement of a child with an eligible Teammate for adoption or foster care; or the placement of a child with an eligible Teammate for whom the Teammate legally assumes and discharges parental responsibility. DCPFL for Parental Leave must be taken within 52 calendar weeks of the birth or placement of the child.
- **Pre-natal Leave:** Eligible Teammates can receive up to a maximum of two workweeks of DCPFL benefits within a 52-workweek period for pre-natal medical care, meaning routine and specialty appointments, exams and treatments associated with pregnancy that are provided by a health-care provider, including, but not limited to, pre-natal check-ups, ultrasounds, treatment for pregnancy complications, bedrest that is required or prescribed by a health care provider and pre-natal physical therapy. Teammates are eligible to use Pre-natal Leave once they have been diagnosed as pregnant by a healthcare provider and prior to the occurrence of a qualifying Parental Leave event.

Teammates will typically receive a maximum of 12 workweeks of DCPFL during a 52 calendar week period, regardless of the number of qualifying leave events that occur during that period. However, within a 52-workweek period, an eligible Teammate can receive the maximum amount of Pre-natal Leave and the maximum amount of Parental Leave available in the fiscal year during which the individual files a claim for DCPFL benefits. However, an eligible Teammate cannot receive any combination of Pre-natal Leave and Medical Leave that exceeds that maximum duration of Medical Leave available for the fiscal year during which they file the claim for DCPFL benefits.

The UPLAA does not provide eligible Teammates with job protection beyond that to which the Teammate is entitled under the DC Family and Medical Leave Act ("DCFMLA") or other applicable D.C. or federal law.

For purposes of this policy, a "family member" includes a: (1) biological, adopted, or foster son or daughter, stepson or stepdaughter, legal ward, a son or daughter of a domestic partner, or a person to whom an eligible Teammate stands in loco parentis; (2) biological, foster, or adoptive parent, parent-in-law, stepparent, legal guardian, or other person who stood in loco parentis to an eligible Teammate when the Teammate was a child; (3) domestic partner or spouse; (4) grandparent (i.e., the biological, foster, adoptive or step parent of the Teammate's biological, foster, adoptive or step parent); or (5) biological, half-, step-, adopted or foster sibling or sibling-in-law.

A "serious health condition" means a physical or mental illness, injury, or impairment that requires inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or supervision at home by a health care provider or other competent individual, including the occurrence of a stillbirth and the medical care related to a miscarriage. The term "treatment" includes, but is not limited to, examinations to determine if a serious health condition exists and evaluations of the condition. "Treatment" does not include routine physical examinations, eye examinations, or dental examinations.

### ***Intermittent Leave***

Teammates can receive DCPFL benefits for leave taken on an intermittent basis in increments of no less than one day. The total amount of DCPFL benefits for intermittent leave will not exceed 12 workweeks in a 52-workweek period for Family Leave, 12 workweeks in a 52-workweek period for Medical Leave, or 12 workweeks in a 52-workweek period for Parental Leave. Teammates seeking intermittent DCPFL will be required to inform DOES and the Company of the specific dates on which they wish to claim DCPFL benefits.

### ***Wage Replacement Benefits***

Eligible Teammates can seek wage replacement benefits through a mandated DCPFL benefits program. The DCPFL wage replacement benefits are calculated by DOES, not the Company, in accordance with the following:

<b>Eligible Teammate's Weekly Wage</b>	<b>Eligible Teammate's Weekly Paid-Leave Benefits</b>
Average weekly wage equal to or less than 150% of DC's minimum wage multiplied by 40	Weekly paid-leave benefits equal 90% of the eligible Teammate's average weekly wage (up to maximum weekly benefit amount)

Average weekly wage greater than 150% of DC's minimum wage multiplied by 40	Weekly paid-leave benefits equal to 90% of 150% of the DC minimum wage multiplied by 40 plus 50% of the amount the eligible Teammate's weekly wage exceeds 150% of DC's minimum wage multiplied by 40 (up to maximum weekly benefit amount)
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For claims with approved leave dates that began on or after October 1, 2022, the maximum weekly benefit amount is \$1,049. On October 1 of each successive year, the maximum weekly benefit amount provided will increase in proportion to the annual average increase, if any, in the Consumer Price Index for All Urban Consumers, Washington-Baltimore Metropolitan area.

DOES will pay eligible Teammates the benefits on a biweekly payment schedule. DOES determines the days of the calendar week on which the biweekly payments will be made to eligible Teammates. DOES also determines the methods of payment by which the eligible Teammates will receive benefits.

Eligible individuals can receive retroactive paid-leave benefits, if they submit a claim within 30 calendar days after a qualifying leave event. This 30-calendar day limitation can be waived, if an individual is unable to apply for benefits within that timeframe due to certain exigent circumstances.

### ***Requesting Leave***

Teammates must, to the extent practicable, provide advance written notice to the Company of their need to use DCPFL. When the need for leave is foreseeable, Teammates seeking DCPFL must provide at least 10 days advance written notice to the Company. If the need for leave is unforeseeable, Teammates must provide notice in writing, or verbally in exigent circumstances, before the start of the work shift for which the paid leave is being used. In the case of an emergency that prevents a Teammate from providing advance notice of the need for leave, the eligible Teammate, or another individual acting on the Teammate's behalf, must notify the Company of the need for DCPFL within 48 hours of the emergency occurring. The notice should explain the type of qualifying leave requested (i.e., Family Leave, Medical Leave, Parental Leave or Pre-natal Leave), the expected duration of the DCPFL, the expected start and end dates of the leave, and whether DCPFL benefits will initially be used continuously or intermittently. If notice is provided verbally, the Teammate or individual acting on behalf of the Teammate should also provide written notice of the need for leave as soon as practicable.

Teammates can find additional information about filing for DCPFL paid-leave benefits through the OPFL's website: [dcpaidfamilyleave.dc.gov](http://dcpaidfamilyleave.dc.gov).

The OPFL is required to notify the Company within three business days of the Teammate's filing of a claim for paid leave benefits. No later than ten business days after an eligible individual files a claim for benefits, the OPFL is required to make and notify the Teammate of an initial determination as to:

- Whether the eligible Teammate may receive paid benefits;
- The weekly amount of paid benefits to the eligible Teammate;

- The date on which the payment will commence;
- The number of weeks for which the eligible Teammate will receive paid benefits and the dates on which the corresponding payments shall be made; and
- The right to appeal to the Office of Administrative Hearings if an eligible Teammate does not agree with one or more of the determinations made by the OPFL

If a Teammate is determined eligible to receive DCPFL benefits, the OPFL will make the first payment within 10 business days of the determination of eligibility and subsequent payments will be made biweekly thereafter.

It is the Teammate's responsibility to maintain current contact information in the online portal.

### ***Benefits***

The Company will continue making contributions to Teammate group health benefits during DCPFL on the same terms as if the Teammate had continued to actively work. This means that if Teammates want their benefits coverage to continue during the DCPFL, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Failure to make timely payments may result in termination of health insurance coverage.

### ***Effect on Other Rights and Paid Leave***

When a Teammate is receiving DCPFL benefits during leave that is also protected leave under the District of Columbia Family and Medical Leave Act ("DCFMLA"), the federal Family and Medical Leave Act ("FMLA") and/or any other federal or D.C. law, leave entitlements under those laws will run concurrently with, and not in addition to, DCPFL. Teammates will not receive more than the maximum leave available under those leave laws.

Teammates may be eligible for Company paid leave benefits in addition to those provided under the UPLAA. Where applicable, these Company paid leave benefits will first run concurrently with the leave entitlements under the UPLAA, DCFMLA, and the FMLA.

If Teammates are receiving long-term disability payments, they will not be eligible to receive the benefits under the UPLAA. If Teammates are receiving temporary or short-term disability benefits from an insurer, benefits or income available under the temporary or short-term disability insurance policy will not be offset or reduced based on estimated or actual payment of DCPFL benefits from the DOES.

Where time off qualifies as DCPFL, DCFMLA leave, or FMLA leave, Teammates can choose, but are not required, to use available vacation, paid sick leave or other paid time off during some or all of the leave.

### ***Fraudulent Use of PFL Prohibited***

It is unlawful for Teammates to provide intentionally false statements in order to obtain DCPFL benefits, and Teammates who do so may be subject to disciplinary action, up to and including termination of employment.

## ***Protected Rights***

The Company takes its DCPFL obligations very seriously and will not interfere with, restrain, or deny the exercise of any right protected under the UPLAA. The Company will not discriminate or retaliate against any individual because that person uses or attempts to use DCPFL. The Company will also not retaliate against any individual because he or she opposes any practice made unlawful by UPLAA or gives any information or testimony in connection with an inquiry or proceeding related to the UPLAA. If a Teammate believes that his or her UPLAA rights have been violated in any way, he or she should immediately report the matter to Human Resources.

Teammates may also contact Human Resources with questions.

## **Time Off to Vote**

The Company encourages all Teammates to fulfill their civic responsibilities and to vote in public elections. The Company provides Teammates who are eligible to vote with up to two hours of paid leave to vote in person in an election. Time off to vote will be provided only at the beginning or end of the Teammate's shift, unless the Company and the Teammate mutually agree to different timing. Teammates intending to take leave to vote must provide reasonable advance notice of the need for leave. The Company reserves the right to designate when the leave should be taken (e.g., during a period designated for early voting instead of on Election Day or at the beginning or end of the shift). Voting leave will be separate from and in addition to any other accrued, available leave. The Company will not retaliate against Teammates for taking leave in accordance with this policy.

## **Sick and Safe Leave**

The Company provides eligible Teammates with paid sick and safe leave in accordance with the requirements of the Accrued Sick and Safe Leave Act (ASSLA) and the Earned Sick and Safe Leave Amendment Act (ESSLA).

**The accrual only applies to eligible Teammates who do not receive sufficient Paid Sick Leave under the Company's main paid sick leave policy. Teammates who receive sufficient time under that policy do not receive additional time under this policy, unless required by law.**

The guidelines set forth in this policy do not supersede applicable federal law regarding leaves of absence, including leave taken under the Family and Medical Leave Act (FMLA) and/or as a reasonable accommodation under the Americans with Disabilities Act or Americans with Disabilities Act Amendments Act of 2008 or any other applicable federal or local law, including those prohibiting discrimination and harassment.

## ***Eligibility***

All Teammates (whether full-time, part-time or temporary) who work in the District of Columbia are eligible to accrue paid sick and safe leave.

## ***Reasons Sick Time May be Used***

Teammates may use accrued sick and safe leave for absences resulting from any of the following:

- The Teammate's or eligible family member's physical or mental illness, injury or medical condition;
- To obtain professional medical diagnosis or care or preventive medical care for the Teammate or eligible family member; or
- If the Teammate or eligible family member is a victim of stalking, domestic violence or sexual abuse; provided that the absence is directly related to social or legal services pertaining to the stalking, domestic violence or sexual abuse for the purpose of:
- Seeking medical attention for the Teammate or the Teammate's family member to treat or recover from physical or psychological injury or disability caused by the stalking, domestic violence or sexual abuse;
- Obtaining services for the Teammate or the Teammate's family member from a victim services organization;
- Receiving psychological or other counseling services for the Teammate or the Teammate's family member;
- Temporarily or permanently relocating;
- Taking legal action, including preparing for or participating in any civil or criminal legal proceeding relating to the stalking, domestic violence or sexual abuse incident; or
- Taking other actions that could be reasonably determined to enhance the physical, psychological or economic health or safety of the Teammate or the Teammate's family member or the safety of those who work or associate with the Teammate.

Eligible family members include the Teammate's: children (including stepchildren and foster children), grandchildren, parents, parents-in-law, stepparents, spouse, spouses of children, domestic partners, siblings and brothers- and sisters-in-law. A person with whom the Teammate shares or has shared, for at least the 12 preceding months, a mutual residence and with whom the Teammate maintains a committed relationship is also an eligible family member under this policy, as is a child who lives with a Teammate and for whom the Teammate permanently assumes and discharges parental responsibility.

### ***Accrual of Leave***

Teammates begin to accrue leave on their date of hire. Sick and safe leave is accrued at a rate of one hour for every 37 hours worked, up to a maximum of seven days per calendar year. For Teammates exempt under the federal Fair Labor Standards Act (FLSA), paid leave is not accrued for any hours worked beyond 40 hours in a workweek.

Accrued, unused paid leave will carry over from year to year. However, once the maximum amount of time has been accrued, no further sick and safe leave will accrue until previously accrued leave is used. Compensation for accrued and unused paid sick time is not provided upon separation from employment for any reason.

Teammates may not access paid sick and safe leave until after they have been employed by the Company continuously for 90 days. Teammates who are transferred or leave the Company and

are rehired within one year of separation may be eligible for reinstatement of previously accrued and unused leave and can immediately begin to accrue additional leave upon reemployment.

### ***Requesting Leave***

If the reason for leave is planned, Teammates must make a written request for leave at least 10 days in advance, or as early as possible. The written request must include a reason for the absence involved and the expected duration of the paid leave. If the paid leave is unforeseeable, Teammates must inform the Company before the start of the shift in which the leave is being used. When the need for leave is because of emergency, Teammates must inform the Company prior to the start of the next shift they are scheduled to work or within 24 hours of the onset of the emergency, whichever is sooner.

Teammates must make a reasonable effort to schedule their leave in a way that does not disrupt the Company's business operations. When the reason for leave is a non-emergency situation Teammates must consult with their supervisor about the date and time of their need for leave.

### ***Leave Certification***

The Company may require Teammates who are out on leave for three or more consecutive days and seeking compensation to provide reasonable documentation supporting their request for leave, such as a:

- Signed document from a health care provider;
- Police report indicating that the Teammate or family member was a victim of stalking, domestic violence or sexual abuse;
- Court order indicating the Teammate or Teammate's family member was the victim of stalking, domestic violence or sexual abuse; or
- Signed statement from a victim and witness advocate or domestic violence counselor affirming that the Teammate is involved in a legal action relating to the stalking, domestic violence or sexual abuse or sought services related to the health or safety of the Teammate or Teammate's family member.

Teammates must provide the certification immediately upon return to work or within one business day after returning.

Teammates are prohibited from using paid sick and safe time for improper purposes. The Company may require more frequent certification from Teammates if there is a pattern of abuse of paid leave suspected.

### ***Effect on Other Rights and Policies***

The Company may provide other forms of leave for Teammates to care for medical conditions under certain federal, state and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal or state law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Teammates should contact their Human Resources representative for information about other federal, state and municipal medical or family leave rights.

***Retaliation***

The Company will not retaliate or tolerate retaliation against any Teammate who seeks or obtains leave under this policy or who makes a good faith complaint (including the filing of a lawsuit or cooperating in any investigation or prosecution) about a violation of either the ASSLA or the ESSLA, or who communicates with any person about such a violation. In addition, the Company will not retaliate against any Teammate who informs another person about their rights under either the ASSLA or the ESSLA.

## **ILLINOIS SUPPLEMENT**

### **Equal Employment Opportunity**

As set forth in the Handbook, the Company is committed to equal employment opportunity and to compliance with federal antidiscrimination laws. We also comply with Illinois law, which prohibits discrimination and harassment against any Teammates or applicants for employment based on their actual or perceived race (including traits associated with race, such as hair texture and protective hairstyles (e.g., braids, locks and twists)), color, sex (including married women and unmarried mothers), religion, age (40 or older), national origin, ancestry, marital status, protective order status, disability, military status, unfavorable discharge from military service, sexual orientation (including actual or perceived orientation and gender identity), citizenship status or work authorization status, genetic information, ancestry, pregnancy (including childbirth or medical or common conditions related to pregnancy or childbirth, past pregnancy condition and the potential or intention to become pregnant), certain arrest or criminal history records, homelessness (i.e., lack of a permanent mailing address or a mailing address that is a shelter or social services provider) and use of lawful products outside of work during nonworking hours. The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law.

The Company also complies with the Illinois law that restricts the circumstances under which employers may base employment-related decisions on an individual's credit report or credit history and with the Illinois law prohibiting sexual harassment of unpaid interns.

### **Sexual and Other Prohibited Harassment**

The Company is committed to providing a work environment free of harassment. The Company complies with Illinois law and maintains a strict policy prohibiting sexual harassment and unlawful discrimination against Teammates or applicants for employment based on their actual or perceived race (including traits associated with race, such as hair texture and protective hairstyles (e.g., braids, locks and twists)), color, religion, sex (including pregnancy, childbirth and related medical conditions), national origin, ancestry, age (40 or over), marital status, physical or mental disability, military status, sexual orientation (actual or perceived), gender identity, unfavorable discharge from military service, or citizenship status. The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law. The Company's anti-harassment policy applies to all persons involved in its operations, including contractors or consultants, and prohibits harassing conduct by any Teammate of the Company, including supervisors, managers and nonsupervisory Teammates. This policy also protects Teammates from prohibited harassment by third parties, such as customers, vendors, clients, visitors, or temporary or seasonal workers.

All Teammates are expected to comply with the Company's Sexual and Other Prohibited Harassment policy as set forth in the Handbook. While the Sexual and Other Prohibited Harassment policy sets forth the Company's goals of promoting a workplace that is free of harassment, the policy is not designed or intended to limit the Company's authority to discipline or take remedial action for workplace conduct that we deem unacceptable, regardless of whether that conduct satisfies the definition of unlawful harassment.

Any Teammate who is found to have engaged in discriminatory or harassing conduct will be subject to appropriate disciplinary action, up to and including termination. Retaliation against

anyone reporting acts of harassment or discrimination, participating in an investigation, or helping others exercise their right to complain about discrimination is unlawful and will not be tolerated.

In addition to the complaint procedures set forth in the Handbook, any Teammate who believes they have been harassed or discriminated against may file a complaint with the Illinois Department of Human Rights (IDHR).

The IDHR may be reached at the following locations:

Chicago Office: 555 West Monroe Street, Suite 700, Chicago, Illinois 60661, telephone number (312) 814-6200, (866) 740-3953 (TTY), fax number (312) 814-6251.

Springfield Office: 524 S. 2<sup>nd</sup> Street, Suite 300, Springfield, Illinois 62701, telephone number (217) 785-5100, (866) 740-3953 (TTY), fax number (217) 785-5106.

Website: [www.illinois.gov/dhr](http://www.illinois.gov/dhr). Email: [IDHR.Intake@illinois.gov](mailto:IDHR.Intake@illinois.gov).

The Teammate may also report their concerns to the IDHR's Illinois Sexual Harassment and Discrimination Helpline at (877) 236-7703.

### **Sexual and Other Prohibited Harassment [Chicago Teammates]**

Sexual harassment is illegal in Chicago, in addition to being unlawful under state and federal laws. The Company is committed to providing a work environment free of harassment. The Company complies with Illinois and Chicago law and maintains a strict policy prohibiting sexual harassment and unlawful discrimination against Teammates or applicants for employment based on their actual or perceived race (including traits associated with race, such as hair texture and protective hairstyles (e.g., braids, locks and twists)), color, religion, sex (including pregnancy, childbirth and related medical conditions), national origin, ancestry, age (40 or over), marital status, parental status, physical or mental disability, military status, sexual orientation (actual or perceived), gender identity, unfavorable discharge from military service, lawful source of income or citizenship status. The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law. The Company's anti-harassment policy applies to all persons involved in its operations, including contractors or consultants, and prohibits harassing conduct by any Teammate of the Company, including supervisors, managers and nonsupervisory Teammates. This policy also protects Teammates from prohibited harassment by third parties, such as customers, vendors, clients, visitors, or temporary or seasonal workers.

Under the Municipal Code of Chicago, "sexual harassment" is defined as any:

- Unwelcome sexual advances or unwelcome conduct of a sexual nature; or
- 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; or
- Requests for sexual favors or conduct of a sexual nature when:
- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

- Submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting the individual; or
- 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.

Conduct that may be considered sexual harassment includes, but is not limited to:

- Repeated, unwelcome sexually suggestive comments, gestures, emails, or pictures.
- Unwelcome physical contact of a sexual nature.
- Requests for sexual favors in exchange for an employment benefit such as a raise or promotion.
- Subtle or direct threats that a sexual or personal relationship is required for employment, promotion, or other favorable treatment in the workplace.

All Teammates are expected to comply with the Company's Sexual and Other Prohibited Harassment policy set forth in the Handbook. While the Sexual and Other Prohibited Harassment policy sets forth the Company's goals of promoting a workplace that is free of harassment, the policy is not designed or intended to limit the Company's authority to discipline or take remedial action for workplace conduct that we deem unacceptable, regardless of whether that conduct satisfies the definition of unlawful harassment.

All Teammates are required to participate in sexual harassment prevention training and bystander training on an annual basis.

Any Teammate who is found to have engaged in discriminatory or harassing conduct will be subject to appropriate disciplinary action, up to and including termination. Retaliation against anyone reporting acts of harassment or discrimination, participating in an investigation, or helping others exercise their right to complain about discrimination or harassment is unlawful under Chicago, Illinois and federal laws and will not be tolerated.

In addition to the complaint procedures set forth in the Handbook, any Teammate who believes they have been harassed or discriminated against may file a complaint with the Illinois Department of Human Rights (IDHR) and/or the Chicago Commission on Human Relations (CCHR).

The IDHR may be reached at the following locations:

Chicago Office: 555 West Monroe Street, Suite 700, Chicago, Illinois 60661, telephone number (312) 814-6200, (866) 740-3953 (TTY), fax number (312) 814-6251.

Springfield Office: 524 S. 2<sup>nd</sup> Street, Suite 300, Springfield, Illinois 62701, telephone number (217) 785-5100, (866) 740-3953 (TTY), fax number (217) 785-5106.

Website: [www.illinois.gov/dhr](http://www.illinois.gov/dhr). Email: [IDHR.Intake@illinois.gov](mailto:IDHR.Intake@illinois.gov).

The Teammate may also report their concerns to the IDHR's Illinois Sexual Harassment and Discrimination Helpline at (877) 236-7703.

The CCHR's office is located at 740 N. Sedgwick, 4<sup>th</sup> floor, Chicago, IL 60654, telephone number (312) 744-4111, (312) 744-1088 (TTY), fax number (312) 744-1081. The CCHR website is <https://www.chicago.gov/city/en/depts/cchr.html>

### **Pregnancy Accommodation**

Teammates and applicants for employment may request a reasonable accommodation for pregnancy, childbirth or related medical or common conditions to enable them to perform the essential functions of their job. In accordance with the Illinois Human Rights Act, a reasonable accommodation will be provided unless the accommodation would impose an undue hardship to the Company's ordinary business operations.

Reasonable accommodations may include but are not limited to: more frequent or longer bathroom, water or rest breaks; assistance with manual labor; light duty; temporary transfer to a less-strenuous or -hazardous position; acquisition or modification of equipment; reassignment to a vacant position; private, non-restroom space for expressing breast milk and breastfeeding; job restructuring; a part-time or modified work schedule; appropriate adjustment to or modification of examinations, training materials or policies; seating; an accessible worksite; and time off to recover from conditions related to childbirth or a leave of absence necessitated by pregnancy, childbirth or medical or common conditions resulting from pregnancy or childbirth.

Teammates who take leave as an accommodation under this policy will be reinstated to their original job or to an equivalent position with equivalent pay, seniority, benefits and other terms and conditions of employment upon their notification to the Company of their intent to return to work or when the Teammate's need for a reasonable accommodation ends. Reinstatement is not required, however, if an undue hardship would result to the company's business operations.

The Company may request certain documents from the individual's health care provider regarding the need for an accommodation. It is the Teammate's or applicant's duty to provide requested documentation to the Company.

The Company will not deny employment opportunities or take adverse employment actions against Teammates or otherwise qualified applicants for employment based on the need to make such reasonable accommodations, nor will the Company retaliate against applicants or Teammates who request accommodations or otherwise exercise their rights under the Illinois Human Rights Act.

Teammates who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their Human Resources representative.

### **Religious Accommodation**

Teammates and applicants for employment may request a reasonable accommodation for their sincerely held religious beliefs, practices, and/or observances, including but not limited to the wearing of any attire, clothing, or facial hair in accordance with the requirements of their religion. In line with the Illinois Human Rights Act, a reasonable accommodation will be provided unless such accommodation would impose an undue hardship on the conduct of the Company's business.

The Company will not deny employment opportunities or take adverse employment actions against Teammates or otherwise qualified applicants for employment based on the need to make

such reasonable accommodations, nor will the Company retaliate against applicants or Teammates who request accommodations or otherwise exercise their rights under the Illinois Human Rights Act. Teammates who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their Human Resources representative.

### **Meal Breaks**

Teammates who work a shift of between seven and one-half consecutive hours and twelve consecutive hours will be provided one 20-minute meal break, to begin no later than five hours after the start of work. Teammates who work a shift of between twelve and sixteen and one-half consecutive hours will be provided two 20-minute meal breaks, with the first to begin no later than five hours after the start of work. The second break will generally be taken after the beginning of the twelfth hour of work. Teammates who work more than sixteen and one-half consecutive hours of work will be provided a third 20-minute meal period, and Teammates who work a shift in excess of twenty-one consecutive hours of work will be provided a fourth 20-minute meal period. During the break, Teammates will be relieved of all duties. Reasonable time using restroom facilities will not be considered a meal period.

An uninterrupted meal break lasting 30 or more minutes will be unpaid. All nonexempt Teammates must record their meal breaks.

Teammates who are unable to take all of the meal breaks to which they are entitled in accordance with this policy, or who have been prevented or discouraged from taking a break to which they are entitled under this policy, should notify a Human Resources representative immediately and, if possible, prior to the beginning of the fifth hour of work or other applicable time frames.

All Teammates, both exempt and non-exempt, are provided meal breaks in accordance with this policy. The Company does not require exempt Teammates to record meal periods, but exempt Teammates who feel that they are being prevented from taking meal breaks are required to notify a Human Resources representative in accordance with the preceding paragraph.

### **Paid Sick Leave (Cook County) [Accrual Method]**

The Company provides eligible Teammates with sick leave pursuant to the Cook County Earned Sick Leave Ordinance (the “Ordinance”). The guidelines in this policy do not supersede federal, state or local laws regarding leaves of absence, including but not limited to leave taken under the Family and Medical Leave Act (FMLA), leave taken under the Illinois Victims’ Economic Security and Safety Act, leave taken as a reasonable accommodation under the Americans with Disabilities Act (ADA) or the Illinois Human Rights Act (IHRA), or any other applicable federal, state or local law, including those prohibiting discrimination and harassment.

**The accrual only applies to eligible Teammates who do not receive sufficient Paid Sick Leave under the Company’s main paid sick leave policy. Teammates who receive sufficient time under that policy do not receive additional time under this policy, unless required by law.**

## ***Eligible Teammates***

All Teammates, whether full-time, part-time or temporary, who, in any particular two-week period, perform at least two hours of work for the Company while physically present within the geographic boundaries of Cook County are entitled to paid sick leave under this policy.

Teammates are not eligible to use accrued paid sick leave until they work at least 80 hours for the Company, regardless of location, in any 120-day period after the Teammate's start of employment.

## ***Accrual and Use of Sick Leave***

Eligible Teammates begin accruing paid sick leave on July 1, 2017, or the first calendar day after the start of their employment, whichever is later. Teammates who were already working for the Company outside of Cook County on July 1, 2017, begin accruing paid sick leave on the date on which the Teammate works for the Company for two hours in Cook County in any particular two-week period.

Teammates accrue one hour of paid sick leave for every 40 hours worked within the geographic boundaries of Cook County, up to a maximum of 40 hours in a 12-month accrual period. This 12-month accrual period begins on the date the Teammate starts accruing paid sick leave. Teammates will not accrue paid sick leave for work performed outside of the geographic boundaries of Cook County or within the geographic boundaries of a municipality that has lawfully opted out of the Ordinance.

Teammates accrue paid sick leave in one-hour increments and may not accrue in any fraction of an hour.

For accrual purposes, exempt Teammates are assumed to work 40 hours per workweek, unless their normal workweek is fewer than 40 hours per week, in which case paid sick leave accrues based upon the Teammate's normal workweek hours. Nonexempt Teammates accrue paid sick leave based on all hours worked, including overtime.

Teammates may use accrued paid sick leave on the date the Teammate has worked 80 hours within a 120-day period or on the Teammate's 180th calendar day after employment begins, whichever is later. Thereafter, Teammates may use the leave as it accrues. Except as otherwise provided in this policy, Teammates may use no more than 40 hours of accrued paid sick leave during any 12-month accrual period, without regard to whether the hours were earned in the current 12-month accrual period or carried over from the prior accrual period.

Teammates may use paid sick leave in one hour increments only. Teammates may use accrued paid sick leave in any location where the Teammate works for the Company.

Teammates are not required to search for or find a replacement worker as a condition of using paid sick leave. Teammates are also not required to use paid sick leave if the Teammate has been suspended or otherwise placed on leave for disciplinary reasons. Additionally, Teammates are not required to work an alternate shift to make up for any paid sick leave use.

## ***Reasons Paid Sick Leave May Be Used***

Paid sick leave may be used for the following reasons:

- The Teammate or the Teammate's family member is ill or injured; is receiving medical care, medical treatment, medical diagnosis or preventative medical care; or needs to recuperate;
- The Teammate or the Teammate's family member is the victim of domestic violence, sexual violence or stalking; or
- A public official closes the Teammate's place of business because of a public health emergency, or the Teammate needs to care for a child after a public official has closed the child's school or place of care because of a public health emergency.

For purposes of this policy, "family member" includes the Teammate's:

- Child (including a biological child, adopted child, stepchild, foster child and child to whom the Teammate stands in *loco parentis*);
- Legal guardian or ward;
- Spouse;
- Domestic partner (including a party to a civil union);
- Parent (including a biological parent, adoptive parent, foster parent, stepparent, person who stood in *loco parentis* when the Teammate was a minor child and spouse or domestic partner's parent);
- Sibling;
- Grandparent;
- Grandchild; and
- Any other individual related by blood or whose close association with the Teammate equates to a family relationship.

Additionally, if a Teammate is eligible for leave under the federal Family and Medical Leave Act ("FMLA"), paid sick leave may be used for any reason that a Teammate can take job-protected leave pursuant to the FMLA. A Teammate's use of paid sick leave for FMLA purposes runs concurrently with the Teammate's use of leave under the FMLA.

#### ***Rate of Pay for Paid Sick Leave***

Paid sick leave is paid based on the Teammate's normal hourly rate. If the Teammate uses paid sick leave during hours that would have been designated as overtime, the Company will not pay the Teammate the overtime rate of pay.

To the extent the Teammate is eligible for other Company-provided benefits, including but not limited to paid time off, the Company will compensate the Teammate with these additional benefits in the same manner and to the same extent as if the Teammate had performed regular work instead.

Paid sick leave will be paid no later than the next regular payroll period beginning after the paid sick leave was used by the Teammate.

### ***Requesting Sick Leave/Documentation***

When the need for paid sick leave is reasonably foreseeable, Teammates must provide seven days' notice of the need for sick leave. A reasonably foreseeable absence includes, but is not limited to, any non-emergency, prescheduled appointment with a health care provider for the Teammate or the Teammate's family member and any non-emergency, prescheduled court date in a case related to domestic violence, sexual violence or stalking of a Teammate or the Teammate's family member. To provide notice of the need to use sick leave, Teammates should contact their Human Resources representative.

If the need for paid sick leave is unforeseeable, Teammates must provide notice as soon as practicable on the day the Teammate intends to take the paid sick leave. Teammates may provide notification of their need for unforeseeable leave via phone, e-mail or text message, and the Company will accept notice from any other person providing such notice on the Teammate's behalf.

These notice requirements are waived in the event a Teammate is unable to provide the required notice because they are unconscious or otherwise incapacitated. If paid sick leave is used for more than three consecutive workdays, the Company may require that the Teammate provide certification that the leave was used for a covered purpose. A Teammate can satisfy this requirement by providing documentation signed by a licensed health care provider. However, if the need for leave is due to domestic violence or a sex offense, the Teammate can meet the certification requirement by providing a copy of any of the following documents:

- Police report;
- Court document;
- Signed statement from an attorney, a clergy member or a victim services advocate;
- The Teammate's own sworn declaration;
- The sworn declaration of any person with knowledge of the circumstances; or
- Any other evidence that supports the Teammate's reason for taking paid sick leave.

The Company does not require any documentation to reveal the nature of any illness or injury or to describe the details of any domestic violence, sexual assault or stalking.

The Company will not delay the use of paid sick leave or payment of wages due during a paid sick leave absence on the basis that the Company has not yet received the required documentation outlined above. However, the Teammate may be subject to discipline, including termination, for failure to provide the necessary documentation where the Company has given the Teammate a reasonable period of time to produce the requested documentation.

## ***Carryover***

Accrued but unused paid sick leave may be carried over from year to year. At the end of the Teammate's 12-month accrual period, the Teammate may carry over half of their accrued but unused paid sick leave, up to a maximum of 20 hours, into the following 12-month accrual period to be used for paid sick leave purposes only ("Ordinance-Restricted Paid Sick Leave").

Additionally, if a Teammate is eligible for FMLA leave, the Teammate may carry over up to 40 hours of any remaining accrued but unused paid sick leave to be used for FMLA-eligible purposes only ("FMLA-Restricted Paid Sick Leave"). These hours will not be divided in half. However, under no circumstances will the Teammate be permitted to carry over more than 40 hours of FMLA-Restricted Paid Sick Leave or more than 20 hours of Ordinance-Restricted Paid Sick Leave into the following 12-month accrual period. If the Teammate carries over the maximum allowable 40 hours of FMLA-Restricted Paid Sick Leave from the previous 12-month accrual period and then uses all 40 of these hours during the current 12-month accrual period, the Company will allow the Teammate to use up to an additional 20 hours of Ordinance-Restricted Paid Sick Leave during the current 12-month accrual period (for a total maximum of 60 hours of paid sick leave used during the accrual period).

In addition, if it is clear that the Teammate is ineligible to take FMLA leave at any time during the accrual period to which accrued but unused paid sick leave is being carried over (e.g., the Teammate works too few hours to qualify for FMLA leave), the Teammate will not be allowed to carry over any FMLA-Restricted Paid Sick Leave from the Teammate's current 12-month accrual period to the next 12-month accrual period].

Teammates are allowed to carry over unused paid sick leave only in hourly increments (not fractional). If the Teammate's amount of carryover hours results in a fraction, it will be rounded up to the next whole number (e.g., 4.5 hours of carryover will round up to five hours).

Paid sick leave will not be paid out in lieu of use or carryover.

## ***Separation From Employment and Rehire***

Compensation for accrued and unused paid sick leave is not provided upon separation from employment for any reason.

If a Teammate is rehired more than 120 days after separation, the Company will not restore any unused sick leave the Teammate may have had at separation. The Teammate must re-establish coverage and eligibility.

A Teammate rehired within 120 days after separation is considered to have continued their employment with the Company for purposes of determining whether they are a covered Teammate, whether they are eligible to use paid sick leave and whether they have met the Company's 180-day waiting period.

## ***Confidentiality***

The Company will keep confidential any medical documentation regarding leave use, in accordance with federal, state and local law.

### ***Effect on Other Rights and Policies***

The Company may provide other forms of leave for Teammates to care for medical conditions or for issues related to domestic violence under certain federal, state and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state, or municipal law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Teammates should contact their Human Resources representative for information about other federal, state, and municipal medical, domestic violence or family leave rights.

While the Company will not forbid or require a Teammate to take paid sick leave, the Company may require a Teammate to use accrued paid sick leave when the Teammate can do so instead of taking an unpaid absence from work.

### ***No Discrimination or Retaliation***

The Company will not retaliate or discriminate against any Teammate for exercising their rights under the Ordinance or for participating as a party or witness in a case alleging a violation of the Ordinance that is or was pending before the Cook County Commission on Human Rights.

### ***Paid Sick Leave (Chicago) [Accrual Method]***

The Company provides eligible Teammates with sick leave pursuant to the Chicago Minimum Wage and Paid Sick Leave Ordinance (the Ordinance). The guidelines in this policy do not supersede federal, state or local laws regarding leaves of absence, including but not limited to leave taken under the Family and Medical Leave Act (FMLA), Illinois Employee Sick Leave Act, leave taken as a reasonable accommodation under the Americans with Disabilities Act (ADA) or the Illinois Human Rights Act (IHRA), or any other applicable federal, state or local law, including those prohibiting discrimination and harassment.

**The accrual only applies to eligible Teammates who do not receive sufficient Paid Sick Leave under the Company's main paid sick leave policy. Teammates who receive sufficient time under that policy do not receive additional time under this policy, unless required by law**

### ***Eligible Teammates***

All Teammates, whether full-time, part-time or temporary, who work at least two hours within any two-week period in the City of Chicago are covered under this policy. Teammates who work 80 hours in any 120-day period are eligible to use paid sick leave.

### ***Accrual and Use of Sick Leave***

Covered Teammates begin accruing paid sick leave on July 1, 2017, or their first calendar day after the start of their employment, whichever is later. Teammates accrue one hour of paid sick leave for every 40 hours worked within the City of Chicago, up to a maximum of 40 hours in a 12-month accrual period. This 12-month accrual period begins on the date the Teammate starts accruing paid sick leave.

Teammates accrue paid sick leave in one-hour increments and may not accrue in any fraction of an hour. Teammates will not accrue paid sick leave during any paid or unpaid leave of absence. Teammates may use paid sick leave in one hour increments.

Exempt Teammates who receive a salary accrue one hour of paid sick leave for each week of employment unless the Teammate's salaried position is for an amount different from 40 hours per week, in which case the Teammate will accrue one hour of paid sick leave for every 40 hours worked.

Eligible Teammates may not use accrued paid sick leave until the 180th calendar day following the start of employment. Thereafter, Teammates may use the leave as it accrues. Teammates may use a maximum of 40 hours of accrued paid sick leave during each 12-month accrual period. FMLA-eligible Teammates may use a maximum of 60 hours of accrued paid sick leave during each 12-month period. This includes 40 hours of accrued but unused paid sick leave for FMLA-eligible purposes only ("FMLA-Restricted Paid Sick Leave") and 20 hours of regular paid sick leave.

Teammates are not required to seek or find a Teammate to cover their work when they take paid sick leave.

Teammates will not accrue paid sick leave during an unpaid leave of absence or while using paid leave.

### ***Reasons Sick Leave May Be Used***

- Paid sick leave may be used for the following reasons:
- The Teammate is ill or injured or is receiving professional care, including preventive care, diagnosis, or treatment, for medical, mental or behavioral issues, including substance abuse disorders;
- The Teammate's family member is ill or injured, or ordered to quarantine, or requires care because they are receiving professional care, including preventive care, diagnosis, or treatment for medical, mental or behavior issues, including substance abuse disorders;
- The Teammate or a family member is the victim of domestic violence, human trafficking or a sex offense (including stalking, aggravated stalking or cyber stalking);
- A public official closes the Teammate's place of business because of a public health emergency;
- The Teammate needs to care for a family member whose school, class or place of care has been closed; and
- A Teammate obeys an order issued by the mayor, the Governor of Illinois, the Chicago Department of Public Health, or a treating healthcare provider, requiring the Teammate to:
  - Stay at home to minimize the transmission of a communicable disease;

- Remain at home while experiencing symptoms or sick with a communicable disease;
- Obey a quarantine order issued to the Teammate; or
- Obey an isolation order issued to the Teammate.

Eligible family members include the Teammate's:

- Child (including a biological child, adopted child, stepchild, foster child and child to whom the Teammate stands *in loco parentis*);
- Legal guardian or ward;
- Spouse;
- Domestic partner;
- Parent (including a biological parent, adoptive parent, foster parent, stepparent, legal guardian of the Teammate, a person who stood *in loco parentis* when the Teammate was a minor child, and spouse or domestic partner's parent);
- Co-parent
- Sibling;
- Grandparent;
- Grandchild;
- Godparent;
- Godchild; and
- Any other individual related by blood or whose close association with the Teammate equates to a family relationship.

### ***Payment of Paid Sick Leave***

Paid sick leave will be paid no later than the next regular payroll period beginning after the paid sick leave was used by the Teammate.

### ***Requesting Sick Leave/Documentation***

When the need for paid sick leave is reasonably foreseeable, Teammates must provide seven days' notice of the need for sick leave. Reasonably foreseeable absences include but are not limited to prescheduled appointments with health care providers for the Teammate or a family member and court dates in domestic violence cases. To provide notice of the need to use sick leave, Teammates should contact their Human Resources representative.

If the need for paid sick leave is unforeseeable, Teammates must provide notice as soon as practicable on the day the Teammate intends to take the paid sick leave. Teammates may provide notification of their need for unforeseeable leave via phone, email or text message. These notice requirements are waived in the event a Teammate is unable to provide the required notice because they are unconscious or otherwise incapacitated.

If paid sick leave is used for more than three consecutive workdays, the Company may require that the Teammate provide certification that the paid sick leave was used for a covered purpose. A Teammate can satisfy this requirement by providing documentation signed by a licensed health care provider. However, for leave related to domestic violence or a sex offense, the Teammate may provide a copy of any of the following documents:

- Police report;
- Court document;
- Signed statement from an attorney, clergy or victim services advocate;
- The Teammate's own written statement;
- The written statement of any person with knowledge of the circumstances; or
- Any other evidence that supports the Teammate's reason for taking paid sick leave.

### ***Carryover***

Accrued but unused paid sick leave may be carried over from year to year. At the end of the Teammate's 12-month accrual period, the Teammate may carry over half of their accrued but unused paid sick leave, up to a maximum of 20 hours. If a Teammate has an odd number of accrued but unused paid sick leave hours, the number will be rounded up to the next even number for purposes of calculating the number of hours for carryover (e.g., nine hours will be rounded up to ten hours, so the Teammate may carry over five hours of accrued but unused paid sick leave into the next 12-month accrual period). Additionally, FMLA-eligible Teammates may carry over up to 40 hours of accrued but unused paid sick leave for FMLA-Restricted Paid Sick Leave. These hours will not be divided in half. However, under no circumstances will the Teammate be permitted to carry over more than 40 hours of FMLA-Restricted Paid Sick Leave or more than 20 hours of regular paid sick leave into the following 12-month accrual period. Teammates may use no more than 60 total hours of combined regular paid sick leave and FMLA-Restricted Paid Sick Leave per 12-month period.

### ***Separation From Employment and Rehire***

Compensation for accrued and unused paid sick time is not provided upon separation from employment for any reason.

If a Teammate is separated from employment with the Company but rehired at a later date, the Company has sole discretion in determining whether previously accrued but unused paid sick leave will be available for the Teammate's use.

## ***Confidentiality***

The Company will keep confidential any medical documentation regarding leave use, in accordance with federal, state and local law.

## ***Effect on Other Rights and Policies***

The Company may provide other forms of leave for Teammates to care for medical conditions or for issues related to domestic violence under certain federal, state, and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state, or municipal law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Teammates should contact their Human Resources representative for information about other federal, state, and municipal medical, domestic violence or family leave rights.

## ***No Discrimination or Retaliation***

The Company will not retaliate or discriminate against any Teammate for exercising, or attempting in good faith to exercise, their rights under this Ordinance, including but not limited to, disclosing, reporting, or testifying about any violation of this Ordinance or its regulations.

## **Sick Leave to Care for Relatives**

Teammates may use paid or unpaid personal sick leave benefits provided by the Company (not including short or long-term disability, an insurance policy, or other comparable benefit plans or policies) for absences due to the illness, injury, medical appointment or personal care of a covered relative, on the same terms that the Teammate is able to use personal sick leave benefits for the Teammate's own illness or injury. Personal care of a covered relative includes: (a) activities to ensure that the relative's basic medical, hygiene, nutritional, or safety needs are met, or to provide transportation to medical appointments, for a relative who is unable to meet their own needs; or (b) being physically present to provide emotional support to a relative with a serious health condition who is receiving inpatient or home care. Covered relatives include the Teammate's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

The Company may, at its sole discretion, limit the use of an eligible Teammate's sick time to care for a relative under this policy to what the Teammate would earn or accrue in six months, or half of the Teammate's maximum annual grant of personal sick leave benefits.

The Company may request written verification of the Teammate's absence from a health care professional. The Company will not discharge, threaten to discharge, demote, suspend, or in any manner discriminate against Teammates for requesting or using personal sick leave benefits in accordance with this policy, or who attempt in good faith to exercise their rights under the law. Teammates with questions or concerns regarding this policy or who would like to request a leave of absence under this policy should contact Human Resources.

## **Mandatory Time Off/Day of Rest**

The Company will provide nonexempt, nonsupervisory Teammates working more than 20 hours per week with at least one day (24 consecutive hours) of rest during every consecutive seven-day period. Certain exceptions may apply, including for watchmen or security guards; Teammates

working in agriculture or coal mining; Teammates engaged in canning and processing of perishable agricultural products on a part-time or seasonal basis; and Teammates whose services are needed to prevent injury or damage in case of machinery breakdown or other emergency.

## **KENTUCKY SUPPLEMENT**

### **Overtime**

Teammates who are not exempt from overtime requirements will be paid overtime in compliance with federal and state law. In addition to the overtime pay provisions set forth in the Handbook, Kentucky Teammates who are nonexempt, work more than 40 hours in a week and work every day during a seven-day workweek will be paid one and one-half times their regular rate of pay for all time worked on the seventh day.

This policy does not apply to any officer, foreman or supervisor whose duties are principally limited to directing or supervising other Teammates.

### **Meal and Rest Breaks**

Teammates are entitled to a reasonable meal break, scheduled as close as possible to the middle of their scheduled shift. Teammates will not be required to take their meal break sooner than three hours or later than five hours after the start of their shift.

During the meal break, Teammates will be relieved of all duties. An uninterrupted 30-minute meal break will be unpaid for nonexempt Teammates.

Teammates are also entitled to a 10-minute paid rest break for every four hours of work.

Any Teammate who is unable to take all of the meal or rest breaks to which they are entitled in accordance with this policy, or who has been prevented or discouraged from taking a break to which they are entitled under this policy, should immediately notify Human Resources.

All nonexempt Teammates must record their meal and rest breaks.

## **LOUISIANA SUPPLEMENT**

### **Pregnancy and Lactation Accommodation**

Teammates have the right to be free from discrimination based on medical needs arising from pregnancy, childbirth or related medical conditions that are known to the Company. For purposes of this policy “related medical conditions” include, but are not limited to, lactation for up to one year after the child’s birth and medical conditions related to pregnancy and childbirth.

The Company will provide a reasonable accommodation for an applicant or Teammate with medical needs causing limitations arising from pregnancy, childbirth or related medical conditions, so long as the Company knows of the limitation(s) and the reasonable accommodation does not impose an undue hardship on the Company’s business.

Reasonable accommodations include, but are not limited to:

- Making existing facilities used by Teammates readily accessible to an applicant or Teammate with covered limitations (though employers are not required to construct a permanent, dedicated space for expressing breast milk);
- Providing scheduled and more frequent or longer compensated break periods;
- Providing more frequent bathroom breaks;
- Providing a private place, other than a bathroom stall, for the purpose of expressing breast milk;
- Modifying food or drink policy;
- Providing seating or allowing the Teammate to sit more frequently if the job requires the Teammate to stand;
- Providing assistance with manual labor and limits on lifting;
- Temporarily transferring the Teammate to a less strenuous or hazardous vacant position, if qualified;
- Providing job restructuring or light duty, if available;
- Acquiring or modifying equipment or devices necessary for performing essential job functions; or
- Modifying work schedules.

Unless the Company does so or would do so for other Teammates or classes of Teammates who need a reasonable accommodation, accommodation under this policy does not include creating any additional employment opportunity or new position, including a light duty position for the Teammate; discharging a Teammate; transferring any Teammate with more seniority or promoting another Teammate who is not qualified to perform the job; or constructing a permanent, dedicated space for expression of breast milk.

The Company will not deny employment opportunities or take adverse action against an applicant or Teammate because they request or use reasonable accommodations in accordance with this policy. Teammates with questions or concerns regarding this policy or who would like to request an accommodation should contact Human Resources.

### **Genetic Testing and Preventive Cancer Screening Leave**

When medically necessary, Teammates will be allowed up to one day of unpaid leave to obtain genetic testing and/or preventive cancer screenings.

Teammates must provide at least 15 days' advance notice and make a reasonable effort to schedule the leave so as to not unduly disrupt Company operations. Teammates may be required to provide supporting documentation confirming that the genetic testing or cancer screening occurred.

Leave for genetic testing or cancer screening is generally unpaid, except that exempt Teammates will be paid when required under applicable law and all Teammates may elect to use any accrued vacation time or other appropriate paid leave.

When applicable, leave taken under this policy will run concurrently with any other leave for which the Teammate is eligible including leave under the federal Family and Medical Leave Act.

## **MAINE SUPPLEMENT**

### **Sexual and Other Prohibited Harassment**

The Company is committed to providing a work environment free of harassment. Sexual harassment and harassment based on race, color, sex (including pregnancy and related medical conditions), sexual orientation (including gender identity or expression), physical or mental disability, religion, ancestry, national origin, age, HIV/AIDS status, genetic information, membership in the National Guard or U.S. reserves or because the Teammate filed a claim or asserted a right under Maine's Workers' Compensation Act or Whistleblowers' Protection Act are unlawful in the workplace. The Company will not tolerate discrimination or harassment based on these characteristics or any other characteristic protected by applicable federal, state or local law.

All Teammates are expected to comply with the Company's Sexual and Other Prohibited Harassment policy as set forth in the Handbook. While the Sexual and Other Prohibited Harassment policy sets forth the Company's goals of promoting a workplace that is free of harassment, the policy is not designed or intended to limit the Company's authority to discipline or take remedial action for workplace conduct that we deem unacceptable, regardless of whether that conduct satisfies the definition of unlawful harassment.

Any Teammate who is found to have engaged in discriminatory or harassing conduct will be subject to appropriate disciplinary action, up to and including termination. Retaliation against anyone reporting acts of harassment or discrimination or anyone participating in an investigation into such a report will not be tolerated.

In addition to the complaint procedures set forth in the Handbook, any Teammate who believes they have been harassed or discriminated against, or who is aware of harassment or discrimination against others, should immediately provide a written or verbal report to their supervisor/manager, any other member of management or Human Resources, or by accessing the Ethics Hotline to report such incidents. To access the Ethics Hotline or to learn more information about this avenue of reporting, please visit EthicsPoint or call 888-325-7882.

Teammates who believe they have been harassed or discriminated against may also file a formal complaint with The Maine Human Rights Commission (MHRC). The MHRC may be reached at 51 State House Station, Augusta, ME 04333-0051 or by telephone at (207) 624-6290 or fax at (207) 624-8729.

### **Whistleblower Protections**

The Company will not take any adverse employment action against any Teammate, or otherwise retaliate against any Teammate, because:

- The Teammate, acting in good faith, or a person acting on behalf of the Teammate, reports orally or in writing to the Company or a public body what the Teammate reasonably believes to be a violation of federal, state or local law;
- The Teammate, acting in good faith, or a person acting on behalf of the Teammate, reports to the Company or a public body, orally or in writing, what the Teammate reasonably believes to be a condition or practice that jeopardize the Teammate's health or safety or the health or safety of others;

- The Teammate is requested to participate in an investigation, hearing or inquiry held by a public body or in a court action;
- The Teammate, acting in good faith, has refused to carry out a directive to engage in activity that would be a violation of federal, state or local law or that would expose the Teammate or others to a condition that would result in serious injury or death. This provision applies only if the Teammate sought from the Company and was unable to obtain correction of the illegal activity or dangerous condition.
- The Teammate complies with legal requirements regarding the disclosure of known or reasonably suspected abuse, neglect or exploitation of a child or an incapacitated or dependent adult.

Teammates who wish to report such violations should contact their supervisor, Human Resources, or the Company's ethics hotline. Teammates should also consult the Reporting and Anti-Retaliation Policy in the Handbook related to discrimination, harassment or retaliation for further information about reporting potential misconduct and protections from retaliation.

Under the Maine Whistleblower's Protection Act, Teammates are protected from retaliation for disclosures made to a public body only if they first bring the alleged violation, condition or practice to the attention of a person having supervisory authority within the Company and allow the Company a reasonable opportunity to correct the violation, condition or practice. There is an exception, however, to this internal disclosure requirement if the Teammate has specific reason to believe that reports to the Company will not result in promptly correcting the violation, condition or practice.

### **Meal Breaks**

Nonexempt Teammates who work six or more continuous hours will be provided at least a 30-minute break. Teammates must not perform any work during the break. This break can be used as a meal time.

An uninterrupted 30-minute meal break will be unpaid. All nonexempt Teammates must record their meal breaks.

Teammates who are unable to take all of the meal breaks to which they are entitled in accordance with this policy, or who have been prevented or discouraged from taking a break to which they are entitled under this policy, should immediately notify a supervisor or a Human Resources representative.

Maine's meal break law contains an exception for places of employment where fewer than three Teammates are on duty at one time, and the nature of the work done by Teammates allows them frequent breaks during their work day.

### **Use of Paid Leave to Care for Family Members**

Teammates may use accrued paid leave (e.g., vacation, sick leave) otherwise provided by the Company to care for an ill immediate family member. For purposes of this policy, an "immediate family member" means the Teammate's child, spouse or parent. Teammates may only use 40 hours of accrued paid leave during a 12-month period for this purpose. This policy does not entitle

Teammates to leave that has not otherwise been earned in accordance with existing Company policy.

The Company will not discriminate or retaliate against Teammates for exercising their rights under this policy.

Teammates with questions or concerns regarding this policy or who would like to request a leave should contact Human Resources.

### **Earned Paid Leave [10+ Teammates in Maine]**

The Company provides earned paid leave to eligible Teammates in compliance with the requirements of Maine's Earned Paid Leave Law (EPLL).

**This policy only applies to eligible Teammates who do not receive sufficient Paid Sick Leave under the Company's main paid sick leave or vacation policy. Teammates who receive sufficient time under those policies do not receive additional time under this policy, unless required by law.**

#### ***Eligibility***

All Teammates (including full-time, part-time and per diem Teammates) who work in Maine and are covered under Maine's unemployment insurance law are generally eligible to accrue earned paid leave. There is an exception for certain seasonal Teammates.

#### ***Accrual of Earned Paid Leave***

Eligible Teammates begin to accrue earned paid leave on January 1, 2021, or upon their first day of employment, whichever is later. Eligible Teammates accrue one hour of earned paid leave for every 40 hours worked, up to a maximum of 40 hours of earned paid leave in a year of employment. For purposes of this policy, "year of employment" means a period of 365 (366 in a leap year) consecutive days beginning with the Teammate's first day of employment and any subsequent 365-day (or 366 in a leap year) period beginning on either:

- The anniversary date of the Teammate's start of employment; or
- A different date selected by the Company that results in at least the same amount of earned paid leave as the anniversary date.

Eligible Teammates who have worked for the Company for at least 120 days prior to January 1, 2021, can use earned paid leave as it accrues. All other eligible Teammates may begin using earned paid leave once they have been employed by the Company for 120 days during a one-year period.

A Teammate's use of earned paid leave is limited to 40 hours per calendar year thereafter. Paid Leave can be used in increments of one hour. Teammates may use earned paid leave for any reason.

#### ***Requesting Paid Leave***

When the need for leave is reasonably foreseeable, Teammates must provide at least four weeks of advance notice. When the need for leave is not reasonably foreseeable (i.e., in the case of an

emergency, illness or other sudden necessity), Teammates must make a good faith effort to provide as much notice as is feasible under the circumstances. To provide notice of the need to use earned paid leave, Teammates should contact their supervisor and specify that they are using earned paid leave.

Teammates should make reasonable efforts to schedule foreseeable earned paid leave in a manner that does not impose an undue hardship on Company operations.

#### ***Rate of Pay***

Earned paid leave is paid based on the Teammate's regular rate of pay during the week immediately prior to the leave taken.

#### ***Leave Carryover***

Any unused, accrued, earned paid leave, up to a maximum of 40 hours, may be carried over from one year of employment to the next year of employment, but with an overall cap of 40 hours of earned paid leave per year of employment. Therefore, once a Teammate has a bank of 40 hours of earned paid leave in a year of employment, no additional leave will accrue in that year.

The Company does not offer pay in lieu of actual paid leave.

#### ***Effect on Other Rights and Policies***

The Company may provide other forms of leave for Teammates. In certain situations, leave under this policy may run at the same time as leave available under another federal or state law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Teammates should contact their Human Resources representative for information about other federal or state leave rights.

#### ***Separation from Employment***

Compensation for accrued and unused earned paid leave is not provided upon separation from employment for any reason. If a Teammate is rehired within one year of separation, any previously unused earned paid leave hours will be reinstated.

#### ***Retaliation***

The Company will not deny a Teammate the right to use available earned paid leave in accordance with the ESLL and will not retaliate or tolerate retaliation against any Teammate because the Teammate uses earned paid leave in accordance with this policy.

## **MARYLAND SUPPLEMENT**

### **Reasonable Accommodation for Pregnant Teammates**

Pregnant Teammates who have a temporary disability (as defined under Maryland law) that is caused or contributed to by pregnancy, may request the following accommodations: (1) changing of job duties; (2) relocating a work area; (3) providing mechanical or electrical aids; (4) transferring to a less strenuous or less hazardous position; (5) temporary change in work hours; or (6) providing leave.

After a Teammate has made a request for accommodation under this policy, she and the Company will engage in an interactive process to determine what accommodation, if any, may be appropriate.

A Teammate requesting an accommodation under this policy may be required to provide a health care provider's certification that includes the date the accommodation became medically advisable, the probable duration of the accommodation and an explanatory statement as to the medical advisability of the accommodation.

Teammates with questions or concerns regarding this policy or who would like to request an accommodation should contact Human Resources.

### **Lactation Accommodation [Baltimore]**

In accordance with the Baltimore City Lactation Accommodation Ordinance (the "Lactation Accommodation Ordinance"), the Company will provide a reasonable amount of break time to accommodate a Teammate desiring to express breast milk for the Teammate's child.

If a Teammate otherwise receives any paid rest or break time, the lactation break time should, to the extent possible, run concurrently with that paid break time. If the break time cannot run concurrently with any paid rest or break time already provided to the Teammate, the break time will be unpaid for nonexempt Teammates.

### ***Lactation Location***

Upon request, the Company will provide a lactation location (other than a bathroom or closet) that is in close proximity to the Teammate's work area. The lactation location may be the place where the Teammate normally works if it otherwise meets the requirements of the Lactation Accommodation Ordinance.

The lactation location will shield occupants from view and intrusion by coworkers and others and will be safe, clean and free of toxic or hazardous materials. The lactation location will contain a surface on which to place a breast pump and other personal items, a place to sit and at least one electrical outlet. A sink with running hot and cold water and a refrigerator in which the Teammate can store breast milk will either be present in the lactation location itself or at another location that is within close proximity to the Teammate's work area. Access to the lactation location will be limited by a door that can be locked from the inside.

A designated lactation location may also be used for other purposes. However, throughout the period when a Teammate needs to express milk, the primary function of the space will be its use

as a lactation location. Teammates who might otherwise wish to use the designated space should be aware that its primary function is to serve as a lactation location (when applicable), which takes precedence over all other uses. Teammates who have questions or concerns related to lactation location scheduling should contact Human Resources.

### ***Requesting a Lactation Accommodation***

Baltimore Teammates have a legal right to request a lactation accommodation. To request a lactation accommodation, Teammates should complete a Lactation Accommodation Request Form and submit the form to Human Resources via email. The Company will respond to the Teammate's request within five business days and will engage in an interactive process to determine lactation break periods and an appropriate lactation location.

If the Company does not provide lactation breaks or a lactation location, or provides a lactation location that does not fully comply with the BLAO or asserts a waiver or variance for undue hardship, the Company will describe, in a written response to a lactation accommodation request, the specific bases for which the Company has done so.

Teammates should contact Human Resources with any follow-up inquiries.

### ***Retaliation Prohibited***

Under the Lactation Accommodation Ordinance, employers who do not provide lactation breaks or a lactation location, provide a lactation location that does not fully comply with the law or assert a waiver or variance from the lactation accommodation requirements are required to describe, in a written response to the Teammate's request for accommodation, the specific bases for not providing the accommodation. The Company will not demote, terminate or otherwise retaliate against a Teammate who requests or makes use of the accommodations and break time described in this policy or otherwise exercises rights conferred by the Lactation Accommodation Ordinance. Any Teammate who believes she has experienced a violation of the Lactation Accommodation Ordinance or this policy can report their concerns to their supervisor, Human Resources or the Company's ethics hotline. Teammates can also file a complaint regarding alleged violations of the Lactation Accommodation Ordinance with the Baltimore Community Relations Commission.

### **Use of Paid Leave to Care for Family Members or Bereavement**

Teammates may use available earned paid leave to take time off to care for an immediate family member who is sick under the same conditions and policy rules that would apply if the Teammate took leave for their own illness. Teammates can also use available paid leave for bereavement leave upon the death of an immediate family member. or for bereavement leave upon the death of an immediate family member.

For purposes of this policy, "immediate family member" means a child (adopted, biological, foster or stepchild or a legal ward), spouse or parent. In the case of leave to care for a sick family member, "child" means a child who is under the age of 18 years or who is at least 18 years old and incapable of self-care due to a mental or physical disability. For bereavement leave, a "child" means a child of any age.

To the extent that a Teammate has more than one form of paid leave available, the Teammate has the right to elect the type and amount of paid leave to be used. However, for purposes of this

policy, paid leave does not include short-term disability leave, other disability benefits, workers' compensation or similar benefits.

The Company will not discharge, demote, suspend, discipline or discriminate against Teammates because they request or take leave in accordance with this policy, oppose a practice prohibited by the Maryland Flexible Leave Act or bring a charge or participate in an investigation or proceeding related to a violation of that Act.

### **Parental Leave**

The Company will permit eligible Teammates to take up to six workweeks of unpaid leave in a 12-month period for the birth of the Teammate's child or for the placement of a child with the Teammate for adoption or foster care.

The Company may deny any leave request if the denial is necessary to prevent substantial and grievous economic injury to the Company's business operations and the Company notifies the Teammate of the denial before the Teammate starts their leave.

**To the extent leave under this policy also qualifies as leave under the Family and Medical Leave Act, any similar state or local law or Company policy, all leaves will run concurrently.**

### ***Leave Eligibility***

To be eligible for parental leave, as of the date leave begins, Teammates must be employed with the Company for at least 12 months and for 1,250 hours during the previous 12 months. Additionally, Teammates must work at a worksite where the Company employs at least 15 Teammates within a 75-mile radius.

### ***Notice Requirements***

Before using parental leave time, Teammates must provide the Company with at least 30 days' written notice of their intent to take parental leave, except that no prior notice is required following a premature birth or the unexpected placement of an adopted or foster child.

### ***Compensation And Benefits***

While parental leave is unpaid, Teammates must substitute any accrued paid time off, if applicable, for any part or all of the parental leave period.

The Company will maintain Teammates' group health insurance coverage during the leave period under the same terms and conditions that would have applied had the leave not been taken. If Teammates fail to return to work after leave, the Company may seek to recover any premiums paid for maintaining coverage by deducting the amount from the Teammate's final wages, unless the Teammate's failure to return to work was due to circumstances beyond his or her control.

### ***Reinstatement***

Teammates who return to work after taking parental leave will be restored to the job they held at the time the leave began or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment. The Company may deny reinstatement if the denial is necessary

to prevent substantial and grievous economic injury to the Company's business operations. If the Company determines that it must deny reinstatement for this reason, it will notify the Teammate.

Additionally, the Company will, during the parental leave period, terminate an eligible Teammate's employment only for cause.

#### ***No Retaliation***

The Company will not terminate or otherwise discriminate against Teammates for requesting or taking parental leave, making a complaint to the Company, Secretary of Labor or another person or for bringing or participating in an action relating to a violation of this policy or the Maryland Parental Leave Act.

#### **Paid Sick, Safe and Parental Leave [Maryland]**

The Company provides eligible Teammates with paid sick, safe and parental leave in accordance with the requirements of the Maryland Healthy Working Families Act ("HWFA").

**The accrual only applies to eligible Teammates who do not receive sufficient Paid Sick Leave under the Company's main paid sick leave policy. Teammates who receive sufficient time under that policy do not receive additional time under this policy, unless required by law.**

#### ***Eligibility***

Teammates who regularly work 12 or more hours per week are generally eligible to accrue paid sick, safe and parental leave for hours worked in Maryland.

#### ***Accrual and Use of Sick, Safe and Parental Leave***

Eligible Teammates begin to accrue paid sick, safe and parental leave on February 11, 2018, or their date of hire, whichever is later. Paid sick, safe and parental leave generally accrues at a rate of one hour for every 30 hours worked, up to a maximum annual accrual of 40 hours in a single calendar year.

Exempt Teammates are assumed to work the number of hours worked in a normal workweek, up to 40 hours each workweek.

Eligible Teammates may not use accrued sick, safe and parental leave until after their 106th calendar day of employment.

Paid sick, safe and parental leave may be used in increments of one hour. Eligible Teammates may use up to 64 hours of paid sick, safe and parental leave in any calendar year.

Teammates are not required to search for or find a Teammate to cover their work when they take sick, safe and parental leave and are not required to offer or accept an offer of additional hours or a trade in shifts to make up for the use of such time. Paid sick, safe and parental leave taken in accordance with this policy will not be counted as an absence or occurrence that may result in discipline, termination or other adverse employment action.

### ***Reasons Paid Sick, Safe and Parental Leave May Be Used***

Teammates may use sick, safe and parental leave for the following reasons:

- To care for or treat the Teammate's or his or her family member's mental or physical illness, injury or condition;
- To obtain preventive medical care for the Teammate or his or her family member; or
- For maternity or paternity leave.

Teammates may also use paid sick, safe and parental leave if the Teammate or a family member is a victim of domestic violence, sexual assault or stalking and needs time off to:

- Obtain medical or mental health attention related to the domestic violence, sexual assault or stalking;
- Obtain services from a victim services organization;
- Temporarily relocate due to domestic violence, sexual assault or stalking; or
- Obtain legal services, including legal proceedings related to or resulting from the domestic violence, sexual assault or stalking.

For purposes of this policy, "family members" include a:

- Child (including a biological, adopted, foster or stepchild, a legal ward of the Teammate or Teammate's spouse, or a child for whom the Teammate has legal or physical custody or guardianship or for whom the Teammate stands *in loco parentis*, regardless of the child's age);
- Parent (including a biological, adoptive, foster or stepparent of the Teammate or the Teammate's spouse; a legal guardian; or a person who acted as a parent or stood *in loco parentis* to the Teammate or Teammate's spouse when they were minors);
- Spouse;
- Sibling (including a biological, adopted or foster sibling or a stepsibling);
- Grandparent (including a biological, adoptive, foster grandparent or step-grandparent); or
- Grandchild (including a biological, adoptive, foster or step-grandchild).

### ***Requesting Sick, Safe and Parental Leave/Documentation***

If the need for sick, safe and parental leave is foreseeable, Teammates must provide notice up to seven days before the leave would begin, unless they learn of the need to use leave within a shorter period. If the need for sick, safe and parental leave is unforeseeable, Teammates should provide notice as soon as practicable after the need for leave arises. To provide notice of the need to use sick, safe and parental leave, Teammates should contact their supervisor.

If sick, safe and parental leave is used for more than two consecutive scheduled shifts, the Company may require that Teammates provide reasonable documentation to verify that the leave time is used appropriately. Teammates are not required to disclose specific details of their own mental or physical illness, injury, or condition or that of a family member.

Failure to comply with these notice and documentation requirements may result in the denial of a leave request.

### ***Rate of Pay***

Sick, safe, and parental leave is paid at the same rate, and with the same benefits, the Teammate normally earns.

### ***Leave Carryover***

Teammates who have accrued sick, safe and parental leave remaining at the end of the calendar year may carry over up to 40 hours of the accrued and unused time to the next year. However, Teammates may not use more than 64 hours of sick, safe and parental leave in a calendar year. In addition, once a Teammate has a bank of 64 hours of sick, safe and parental leave, no further sick, safe and parental leave will accrue until previously accrued leave is used.

The Company does not offer pay in lieu of actual sick, safe and parental leave.

### ***Effect on Other Rights and Policies***

The Company may provide other forms of leave for Teammates related to medical concerns or the birth or placement of a child under certain federal, state and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Teammates should contact their Human Resources representative for information about other federal, state and municipal medical or family leave rights.

### ***Separation From Employment***

Compensation for accrued and unused sick, safe and parental leave is not provided upon separation from employment for any reason. If a Teammate is rehired by the Company within 37 weeks after separation from employment, previously accrued but unused sick, safe and parental leave will be immediately reinstated.

### ***Retaliation***

The Company will not retaliate or tolerate retaliation against any Teammate who, in good faith, reports an alleged violation of the HWFA or otherwise exercises his or her rights under the HWFA. Teammates are, however, prohibited from making complaints, bringing an action or testifying in an action related to the HWFA in bad faith.

### ***Paid Sick, Safe and Parental Leave [Montgomery County, MD]***

The Company provides eligible Teammates with paid sick, safe and parental leave in accordance with the requirements of the Montgomery County Earned Sick and Safe Leave Law ("ESSLL").

The company also complies with Maryland's Healthy Working Families Act ("HWFA") and will comply with all applicable requirements of the HWFA that are more favorable to Teammates.

### ***Eligibility***

Teammates who have a regular work schedule and regularly work in Montgomery County (the "County") more than eight hours per week are eligible to accrue paid sick, safe and parental leave. Eligible Teammates do not include those who do not have a regular work schedule with the Company, are not employed by a temporary placement agency, contact the Company for work assignments and are scheduled for work assignments within 48 hours after making contact, and only have an obligation to work if they contact the Company for assignments.

### ***Accrual of Sick, Safe and Parental Leave***

Eligible Teammates begin to accrue paid sick, safe and parental leave on October 1, 2016, or the Teammate's date of hire, whichever is later. Sick, safe and parental leave is accrued at a rate of one hour for every 30 hours worked in the County, up to a maximum accrual of 56 hours a single calendar year. Exempt Teammates are assumed to work the number of hours worked in a normal workweek, up to 40 hours per workweek.

Although Teammates accrue sick, safe and parental leave starting from the date of hire, eligible Teammates may not use accrued leave until after the Teammate's 90th calendar day of employment.

Paid sick, safe, and parental leave may be used in increments of one hour. Eligible Teammates may use up to 80 hours of paid sick, safe and parental leave in any calendar year.

Teammates are not required to find a Teammate to cover their work when they take sick and safe leave and are not required to work an alternate shift to make up for the use of such time.

### ***Reasons Sick, Safe and Parental Leave May Be Used***

Teammates may use sick, safe and parental leave for the following reasons:

- To care for or obtain treatment for the Teammate's mental or physical illness, injury, or condition;
- To obtain preventive medical care for the Teammate or the Teammate's family member;
- To care for the Teammate's or family member's mental or physical illness, injury or condition
- For the birth of a child, or for the placement of a child with the Teammate for adoption or foster care;
- To care for a newborn, newly adopted, or newly placed child within one year of birth, adoption or placement;
- If the Teammate's place of business is closed or the school or child care center of the Teammate's family member has been closed by order of a public official due to a public health emergency; or

- 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 others' health because of the family member's exposure to communicable disease.

Teammates may also use paid sick, safe and parental leave if the Teammate or a family member is a victim of domestic violence, sexual assault, or stalking and needs time off to:

- Obtain medical attention needed to recover from a physical or psychological injury caused by domestic violence, sexual assault, or stalking;
- Obtain services from a victim services organization;
- Temporarily relocate due to domestic violence, sexual assault, or stalking; or
- Obtain legal services, including preparing for or participating in any civil or criminal legal proceeding related to domestic violence, sexual assault, or stalking.

For purposes of this policy, "family members" include a:

- Spouse;
- Biological, adopted, or foster child; stepchild; or a child for whom the Teammate has legal or physical custody or guardianship or for whom the Teammate is a primary caregiver;
- Biological, adoptive, or foster parent of the Teammate or Teammate's spouse; stepparent; legal guardian; or person who served as the Teammate's primary caregiver when the Teammate was a minor;
- Sibling (including a biological, adopted, or foster sibling and the spouse of a sibling); and
- Grandparent (including a grandparent's spouse) or grandchild.

### ***Requesting Leave/Documentation***

Teammates must provide notice of the need to use sick, safe and parental leave and the expected duration of the leave as soon as possible. To provide notice of the need to use leave, Teammates should contact their Human Resources representative.

If sick, safe, and parental leave is used for more than three consecutive workdays, the Company may require that Teammates provide reasonable documentation to verify that the leave time is used appropriately. Teammates are not required to disclose specific details of their own mental or physical illness, injury, or condition or that of a family member.

### ***Rate of Pay***

Sick, safe, and parental leave is paid at the same rate, and with the same benefits, the Teammate normally earns.

### ***Leave Carryover***

Teammates who have accrued sick, safe and parental leave remaining at the end of the calendar year may carry over up to 56 hours of accrued and unused time to the next calendar year. However, Teammates may not use more than 80 hours of sick, safe and parental leave in a calendar year.

The Company does not offer pay in lieu of actual sick, safe and parental leave.

### ***Effect on Other Rights and Policies***

The Company may provide other forms of leave for Teammates related to medical concerns or the birth or placement of a child under certain federal, state, and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Teammates should contact their Human Resources representative for information about other federal, state, and municipal medical or family leave rights.

### ***Separation from Employment***

Compensation for accrued and unused sick, safe and parental leave is not provided upon separation from employment for any reason. If a Teammate is rehired by the Company to work in Montgomery County within nine months of separation from employment, previously accrued but unused sick, safe, and parental leave will be immediately reinstated, unless the Teammate voluntarily left employment without good cause.

### ***Retaliation***

Individuals have the right to file a complaint regarding a violation of the ESSLL with the Montgomery County Office of Human Rights. The Company will not retaliate or tolerate retaliation against any Teammate who, in good faith, exercises this or any other right under the ESSLL.

### ***Cell Paid Family and Medical Leave Program – Maryland’s Time to Care Act (TTCA)***

## **MASSACHUSETTS SUPPLEMENT**

### **Sexual and Other Prohibited Harassment**

The Company is committed to providing a work environment free of harassment. The Company complies with Massachusetts law and maintains a strict policy prohibiting sexual harassment and harassment against Teammates or applicants for employment based on race, color, natural or protective hairstyles, religious creed, sex (including pregnancy, childbirth and related medical conditions), gender identity, sexual orientation, national origin or ancestry, physical or mental disability, age (40 and over), military status, certain criminal records, genetic information or testing, HIV testing, a personal admission to a facility for the care and treatment of a mentally ill person and taking of parental leave. The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law.

All Teammates are expected to comply with the Company's Sexual and Other Prohibited Harassment policy, as set forth in the Handbook. While the Sexual and Other Prohibited Harassment policy sets forth the Company's goals of promoting a workplace that is free of harassment, the policy is not designed or intended to limit the Company's authority to discipline or take remedial action for workplace conduct that we deem unacceptable, regardless of whether that conduct satisfies the definition of unlawful harassment.

Any Teammate who believes that he or she has been harassed or discriminated against should provide a written or verbal report to his or her supervisor, another member of management, to Human Resources as soon as possible. The responsibility to investigate complaints of harassment has been assigned to their supervisor/manager, any other member of management or Human Resources, or by accessing the Ethics Hotline to report such incidents. To access the Ethics Hotline or to learn more information about this avenue of reporting, please visit EthicsPoint or call 888-325-7882. Teammates who believe they have been harassed or discriminated against may also file a formal complaint with either or both of the government agencies listed below:

The Massachusetts Commission Against Discrimination (MCAD) is the state agency responsible for handling complaints of harassment, including sexual harassment. The MCAD can be reached at the following locations:

Boston Office: One Ashburton Place, Sixth Floor, Room 601, Boston, MA 02108, telephone number (617) 994-6000

Springfield Office: 436 Dwight Street, Second Floor, Suite 220, Springfield, MA 01103, telephone number (413) 739-2145

Worcester Office: 484 Main Street, Room 320, Worcester, MA 01608, telephone number (508) 453-9630

The Equal Employment Opportunity Commission (EEOC) is the federal agency that investigates harassment claims, including claims of sexual harassment. The EEOC can be reached at:

John F. Kennedy Federal Building, Government Center, 475 Government Center, Boston, MA 02203, telephone number (800) 669-4000.

Complaints filed with the MCAD and the EEOC must be filed within 300 days of the incident giving rise to the claim.

### **Pregnancy and Lactation Accommodation**

Teammates and applicants with needs related to pregnancy, childbirth or related conditions (including lactation), may request a reasonable accommodation to enable them to perform their job. A reasonable accommodation may include, but is not limited to, the following: more frequent or longer breaks; acquisition or modification of equipment or seating; assistance with manual labor; job restructuring; light duty; private non-bathroom space for expressing breast milk; modified work schedules; temporary transfers to a less strenuous or hazardous position; or time off to attend to a pregnancy complication or recover from childbirth. The Company will provide a reasonable accommodation for needs related to pregnancy, childbirth, or a related medical condition so long as the requested accommodation does not impose an undue hardship on the Company's program, enterprise or business.

The Company will not deny employment opportunities or take adverse employment action against otherwise qualified applicants or Teammates who request or use such reasonable accommodations. Teammates who take leave as an accommodation under this policy will be reinstated to their original job or to an equivalent position with equivalent pay, seniority, benefits and other terms and conditions of employment upon their notification to the Company of their intent to return to work or when the Teammate's need for a reasonable accommodation ends.

The Company may require that Teammates provide documentation about the need for a reasonable accommodation, or the need to extend an accommodation, from an appropriate health care or rehabilitation professional. The Company will not require such documentation when the requested accommodation is more frequent restroom, food and water breaks; seating; private non-bathroom space for expressing breast milk or limits on lifting over 20 pounds.

Teammates who have questions about this policy or who wish to request leave or other reasonable accommodations under this policy should contact their Human Resources representative. When a Teammate makes a request for a reasonable accommodation, the Company and Teammate will engage in a timely, good faith and interactive process to determine an effective reasonable accommodation.

### **Meal Breaks**

Teammates who work six or more continuous hours will be provided at least a 30-minute meal break. Teammates must not perform any work during the meal break and are free to leave the workplace premises. Teammates are expected to return to work promptly at the end of every meal break.

An uninterrupted 30-minute meal break will be unpaid for nonexempt Teammates. All nonexempt Teammates must record their meal breaks.

Teammates who are unable to take all of the meal breaks to which they are entitled in accordance with this policy, or who have been prevented or discouraged from taking a break to which they are entitled under this policy, should immediately notify a supervisor, a Human Resources representative.

## **Paid Sick Time**

The Company provides eligible Teammates with paid sick time in accordance with the requirements of the Massachusetts Earned Sick Time Law (ESTL).

**The accrual only applies to eligible Teammates who do not receive sufficient Paid Sick Leave under the Company's main paid sick leave policy. Teammates who receive sufficient time under that policy do not receive additional time under this policy, unless required by law.**

### ***Eligibility***

All Teammates (whether full-time, part-time, temporary or seasonal Teammates) whose primary place of work is in Massachusetts, are eligible to accrue paid sick time.

### ***Accrual of Sick Time***

Eligible Teammates will begin to accrue paid sick time on July 1, 2015, or the Teammate's first day of actual work, whichever is later. Sick time accrues at a rate of one hour of paid sick time for every 30 hours worked, up to a maximum accrual of 40 hours in a single calendar year.

For accrual purposes, salaried exempt Teammates will be assumed to work 40 hours in a week unless the Teammate's regular workweek is less than 40 hours, in which case sick time accrues based upon that regular workweek. Nonexempt Teammates accrue paid sick leave on all hours worked, including overtime hours. Teammates do not accrue sick time for hours during which they are not working, such as vacation, paid time off or while using paid sick time.

The Company's calendar year starts on January 1 of each year.

Eligible Teammates may not use accrued paid sick time until 90 days after the Teammate's first day of actual work.

### ***Reasons Sick Time May be Used***

Sick time may be used only for the following reasons:

- To care for the Teammate's child, spouse or parent who is suffering from a physical or mental illness, injury or medical condition that requires home care, professional medical diagnosis or care or preventative medical care;
- To care for the Teammate's own physical or mental illness, injury or medical condition that requires home care, professional medical diagnosis or care or preventative medical care;
- To attend the Teammate's routine medical appointment or a routine medical appointment for the Teammate's child, spouse or parent;
- To address the psychological, physical or legal effects of domestic violence against the Teammate or Teammate's child; or
- To travel to and from an appointment, pharmacy or other location necessary for the purposes of the sick time.

For purposes of this policy, a “parent” includes a biological, adoptive, foster or stepparent of a Teammate or a Teammate’s spouse, or another person who assumed the responsibilities of parenthood when the Teammate or Teammate’s spouse was a child. Also, for purposes of this policy, a “child” includes a biological, adopted or foster child, a stepchild, a legal ward or a child for whom the Teammate has assumed the responsibilities of parenthood.

Teammates can use sick time in increments of one hour.

### ***Requesting Sick Time and Documentation***

Except in cases of emergency, Teammates must provide advance notice of the need to use paid sick time. If the need for paid sick time is foreseeable, Teammates must make a good faith effort to provide notice seven days in advance of the need for leave, unless they learn of the need to use sick time within a shorter period. If the need for sick time is unforeseeable, Teammates should make reasonable efforts to provide notice.

For multi-day absences, Teammates must provide notice of the expected duration of the sick time. If the expected duration is unknown, Teammates (or their spouse, adult family member or other responsible party) must provide notice of the need to use sick time on a daily basis, unless doing so is unreasonable under the circumstances.

Teammates taking leave under this policy are not required to search for or find a replacement Teammate to cover the periods of time for which they are absent from work.

To provide notice of the need to use sick time, Teammates should contact their Human Resources representative.

Teammates are required to personally verify in writing or via e-mail that they have used sick time for an allowable purpose. Teammates may be required to provide supporting documentation from a health care provider, or some other form of appropriate certification, that the use of paid sick time was for an authorized purpose when paid sick time use:

- Exceeds 24 consecutive scheduled work hours;
- Exceeds three consecutive days on which the Teammate was scheduled to work;
- Occurs within two weeks before a Teammate’s final scheduled day of work before termination (except for temporary workers);
- Occurs after four unforeseeable and undocumented absences within a three-month period; or
- Is by a minor Teammate and occurs after three unforeseeable and undocumented absences within a three-month period.

Such certification must be provided within seven days after the leave, unless the Teammate can show good cause why more time is needed. Teammates may submit their documentation in person or by any reasonable method, including e-mail. If a Teammate unreasonably fails to comply with the documentation requirement, the Company will deduct the amount paid for sick time from future pay, as an overpayment. Under some circumstances, Teammates may also be

required to provide a fitness-for-duty certification, work release or other medical certification before returning to work.

### ***Leave Carryover***

Teammates who have accrued sick time remaining at the end of the year may carry over up to 40 hours of the accrued and unused time to the next calendar year. However, Teammates may not use more than 40 hours of sick time in a calendar year. In addition, once a Teammate has a bank of 40 hours of sick time, no further sick leave will accrue until previously accrued sick leave is used.

The Company does not offer pay in lieu of actual sick time.

### ***Effect on Other Rights and Policies***

The Company may provide other forms of leave for Teammate to care for medical conditions or for reasons related to domestic violence or family leave under certain federal, state and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state or municipal law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Teammates should contact their Human Resources representative for information about other federal, state and municipal medical, domestic violence or family leave rights.

### ***Separation from Employment***

Compensation for accrued and unused paid sick time is not provided upon separation from employment for any reason.

Teammates who are rehired within four months of the end of employment will immediately have access to all previously accrued, unused paid sick time as of their first day of actual work. Teammates who are rehired between four and 12 months following the end of employment and who had at least 10 hours of accrued, unused sick time at the end of employment will immediately have access to such paid sick time as of their first day of work.

### ***Retaliation Prohibited***

The Company will not retaliate, or tolerate retaliation, against Teammates because they exercise or attempt to exercise any rights under this policy, oppose practices they believe violate the ESTL or support another Teammate's exercise of rights under the ESTL.

### ***Massachusetts Paid Family and Medical Leave***

In accordance with the Massachusetts Paid Family and Medical Leave Law, M.G.L. c. 175M ("PFML"), eligible Teammates are entitled to a leave of absence to care for a family member with a serious health condition, care for their own serious health condition, bond with a new child, or assist with obligations that arise when a family member is called into active military service. Teammates are also eligible to receive partial wage replacement benefits during the leave through the state-mandated Department of Family and Medical Leave ("Department") Employment Security Trust Fund.

## ***Eligible Teammates***

This policy applies to eligible Massachusetts-based Teammates including full-time, part-time, permanent or seasonal workers, as well as some former Teammates. To be eligible for PFML leave, Teammates must meet financial eligibility requirements established by the Department, and former Teammates cannot have been separated from the Company for more than 26 weeks. Participation in the program is not optional for these Teammates.

## ***Contributions***

PFML benefits are funded by both a Company contribution and a Teammate contribution to the Employment Security Trust Fund. Teammate contributions are made through payroll deductions, and the amount of the contribution depends on the Teammate's average weekly wage. The maximum deduction amount will be adjusted periodically by the Department. The amount of any deduction taken will be reflected on a Teammate's paystub.

## ***Reasons for and Length of Leave***

Eligible Teammates may be entitled to up to a maximum of 12 weeks of paid family leave in a benefit year to care for a family member with a serious health condition.

A covered Teammate will be allowed a maximum of 26 weeks of paid medical and paid family leave, in the aggregate, in a benefit year.

## ***Definitions***

- “**Benefit year**” means the period of 52 consecutive weeks beginning on the Sunday immediately preceding the first day of paid family or medical leave.
- “**Child**” means a biological, adopted or foster child, a stepchild or legal ward, a child to whom the covered individual stands in loco parentis, or a person to whom the covered individual stood in loco parentis when the person was a minor child.
- “**Family Member**” means the spouse, domestic partner, child, parent or parent of a spouse or domestic partner of the covered individual; a person who stood in loco parentis to the covered individual when the covered individual was a minor child; or a grandchild, grandparent or sibling of the covered individual.
- “**Parent**” means a biological, adoptive, step- or foster mother or father.
- “**Qualifying Exigency**” means a need arising out of the Teammate’s family member’s active duty service or notice of an impending call or order to active duty in the Armed Forces (e.g., 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 making arrangements following the death of a military member).
- “**Serious Health Condition**” means 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.

### ***Wage Replacement Benefits***

Eligible Teammates may receive wage replacement benefits from the Department. The amount of wage replacement benefits is calculated based on the Teammate's average weekly wage in relation to the state average weekly wage and is capped at a maximum weekly benefit amount that is adjusted annually. PFML benefits are administered by the Department. There is generally a seven (7) day waiting period after an application for a PFML benefit is approved before benefit payments begin. Teammates may use available vacation, sick leave (if applicable), or other paid time off during the waiting period.

### ***Health Benefits***

During an approved PFML leave, the Company will continue making contributions for a Teammate's group health benefits on the same terms as if the Teammate had continued to work. This means that, if a Teammate wants benefits coverage to continue during PFML leave, the Teammate must continue to make any premium payments they were required to make for themselves or their dependents prior to the leave.

### ***Intermittent Leave***

Under some circumstances, Teammates can take PFML leave on an intermittent basis (i.e., taking leave in blocks of time) or on a reduced schedule basis (i.e., reducing the Teammate's normal weekly or daily work schedule). A Teammate may take PFML leave intermittently or on a reduced schedule basis to care for their own or a family member's serious health condition or to care for a family member who is a covered service member, if a health care provider determines it is medically necessary. If a Teammate requests intermittent or reduced schedule PFML leave for their own serious health condition, the Company may request additional information and will work with the Teammate to identify a schedule for leave that meets the Teammate's needs without unduly interrupting the Company's business operations (subject to the approval of the Teammate's healthcare provider).

In the case of PFML leave for the birth, adoption or foster care placement of a child, the Company will consider requests to take leave intermittently or on a reduced schedule on a case-by-case basis depending upon the needs of the Company.

Teammates may take PFML leave on an intermittent or reduced schedule basis when leave is due to a qualifying exigency.

PFML leave can be taken in increments of one hour. Taking leave intermittently or on a reduced leave schedule will result in a proportionate reduction in the Teammate's available allotment of leave. Teammates cannot apply for payment of benefits for intermittent PFML leave until they have accumulated 8 hours of leave time or until 30 calendar days following the first use of intermittent leave, whichever comes first.

Teammates seeking intermittent PFML leave must notify the Department and the Company of the schedule for intermittent leave. Teammates who are approved for and use intermittent leave and fail to work during in accordance with an agreed-upon schedule may be subject to discipline. If a Teammate's use of intermittent PFML leave is inconsistent with the Department's approval, the Company may also request additional information in support of the need for leave.

### ***Applying for PFML benefits***

Teammates must file claims for PFML benefits directly with the Department using the Department's forms. The Department's contact information is:

The Massachusetts Department of Family and Medical Leave  
MassPFML@Mass.gov  
[www.mass.gov/DFML](http://www.mass.gov/DFML)  
For questions about benefits and eligibility:  
(833) 344-7365  
For questions about contributions and exemptions:  
(617) 466-3950

Teammates will be required to submit to the Department additional documentation supporting the need for leave. Required documentation may include, for example, a birth certificate or adoption paperwork for leave upon the birth or placement of a child or a medical certification from a healthcare provider for leave to care for the Teammate's or a family member's serious health condition.

### ***Requesting PFML Leave***

Teammates must provide at least 30 days advanced written notice to the Company and specify the anticipated starting date of the leave, the anticipated length of the leave and the expected date of return. 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.

If the Teammate is unable to provide 30 days' notice due to circumstances beyond their control, the Teammate must provide notice as soon as practicable. Failure to provide timely notice may result in a partial denial or delay in a Teammate's receipt of PFML. A request for an extension must be filed 14 calendar days prior to the expiration of the original approved leave, unless good cause for the delay is shown.

Teammates who are planning medical treatment should consult with the Company in advance of an application to the Department and make a reasonable effort to schedule the treatment that will not unduly disrupt the Company's business operations (subject to approval from the Teammate's health care provider).

The Company will treat any medical or health information as confidential and will not disclose such information except with the permission of the Teammate requesting leave, unless disclosure is otherwise required by law.

**The Department will not accept an application for benefits if proper notice is not made to the Company as described above.**

### ***Return to Work***

An eligible Teammate who takes PFML leave and returns to work on or before the approved leave's end date will be entitled to return to their former job or to an equivalent job with the same status, pay, employment benefits, length-of-service credit and seniority as of the date of leave. Upon reinstatement, the Teammate will have the same rights to accrue vacation time, sick leave, bonuses, advancement, seniority, length-of-service credit or other employment benefits, plans or

programs. Taking PFML leave will not result in the loss of any employment benefit accrued prior to the date the leave began.

The Company may deny restoration to any Teammate if:

- Other Teammates of equal length of service credit in the same or equivalent positions have been laid off due to economic conditions or change in operating conditions; or,
- If the contract for employment for which the Teammate was hired for has concluded and the Company would not have otherwise continued to employ the Teammate.

### ***Coordination with Other Leaves and Benefits***

Leave taken under the PFML will run concurrently with leave taken under the Massachusetts Parental Leave Act, the federal Family and Medical Leave Act and any disability plan or employer paid family and medical leave program when the leave is for the same qualifying reason. In no case will the combined pay an eligible Teammate receives through any wage-replacement program(s), including PFML benefits and any Company-provided paid family and medical leave program, exceed the Teammate's average weekly wage. Additionally, all wage-replacement benefits will be fully integrated to avoid duplication of benefits, to the fullest extent permitted by state or federal law.

Teammates who elect to use accrued paid leave benefits for a PFML qualifying leave, will not be eligible for PFML wage replacement benefits. The time taken for such leave will still be subtracted from the Teammate's overall leave entitlement under the PFML.

Teammates are also encouraged to review the Company's parental leave policy to understand how these benefits interact with the PFML benefits.

### ***Fraudulent Use of PFML Prohibited***

Teammates who fraudulently obtain PFML benefits will not receive the protections and benefits provided by the law and may be required to repay the Trust Fund for any benefits received.

### ***Protected Rights***

The Company takes its PFML obligations very seriously and will not interfere with, restrain or deny the exercise of any right protected under the PFML. The Company will not discriminate or retaliate against any individual because that person because they use or request leave in accordance with this policy, file a complaint or institute a proceeding related to the PFML, testify or provide information in an inquiry or proceeding related to the PFML, or otherwise exercise their rights under the PFML. If a Teammate believes that their PFML rights have been violated in any way, they should immediately report the matter to Human Resources.

Teammates may also contact Human Resources with questions regarding PFML leave or benefits.

### ***Parental Leave***

Eligible full-time Teammates working in Massachusetts are entitled to take up to eight weeks of unpaid leave for the:

- Birth of a child; or
- Placement for adoption or placement pursuant to a court order of a child under 18 years of age (or under 23 years of age if the individual is mentally or physically disabled).

Teammates are entitled to up to eight weeks of leave per child. If both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of eight workweeks off between the two.

Teammates are eligible for leave under this policy if they are full-time and have been employed by the Company for at least three consecutive months.

#### ***Notice of Leave***

Teammates must give at least two weeks' notice of their anticipated date of departure and intention to return to work. If the need for leave arises under circumstances that, for reasons beyond the Teammate's control, do not allow for two weeks' notice, Teammates must give notice as soon as practicable.

#### ***Terms of Leave***

Parental leave will be without pay, unless a Teammate chooses to use accrued paid vacation, personal, medical and/or sick leave concurrently with all or part of the unpaid parental leave. Sick leave may only be used during portions of the parental leave that qualify for leave under the Company's sick leave policy, however. The Company will not require a Teammate to use accrued paid vacation or sick leave concurrently with any part of a parental leave. However, if a Teammate's parental leave qualifies as leave under the Family and Medical Leave Act, the two leaves will run concurrently. Eligible Teammates may apply for disability benefits related to their childbirth and/or pregnancy-related disabilities under the same terms and conditions that apply to other medical disabilities.

Parental leave will not affect the Teammate's rights to receive vacation time, sick leave and other benefits for which he or she was eligible at the commencement of leave.

#### ***Return to Work***

At the conclusion of parental leave, Teammates will be reinstated to their previous position or a similar position with the same status, pay, length of service credit and seniority as of the date of their leave, unless other Teammates of equal seniority and status in the same or similar position were laid off due to economic conditions or other changes in operating conditions during the Teammate's parental leave. If a Teammate requests and is granted an extension of parental leave beyond eight (8) weeks, and if this extension is not covered by any other statute such as the FMLA, the Teammate's job will be not protected beyond the initial eight (8) week period. Under these circumstances, the Company provides no assurance the Teammate will be restored to their previous position or a similar position when the extension expires.

#### ***Anti-Discrimination***

The Company will not discriminate or retaliate against Teammates because they request or take leave in accordance with this policy.

## **Abuse Victim Leave**

Teammates who are victims of abusive behavior, defined for purposes of this policy to include domestic violence, stalking, sexual assault and kidnapping, or that have a family member who is a victim of abusive behavior, may take up to 15 days of unpaid leave within a 12-month period to address issues related to the abuse. For purposes of this policy, abusive behavior includes conduct by a current or former spouse; a person with whom the Teammate or covered family member shares a child; a person cohabitating with or who has cohabitated with the Teammate or covered family member; a person related by blood or marriage to the Teammate or covered family member; or a person with whom the Teammate or covered family member has or had a dating relationship.

Teammates must exhaust any available annual accrued vacation leave, PTO, personal leave, and sick leave, if applicable.

A Teammate who is the perpetrator of the abusive behavior is not eligible for leave under this policy.

Covered family members include the Teammate's spouse; a person in a dating or engagement relationship with the Teammate and who resides with the Teammate; someone having a child in common with the Teammate; a parent, stepparent, child, stepchild, sibling, grandparent, grandchild, or someone in a guardianship relationship with the Teammate.

Leave taken under this policy must be used to address issues directly related to the abusive behavior and may be used to:

- Seek or obtain medical attention; receive 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;
- Attend child custody proceedings; or
- Address other issues directly related to the abusive behavior against the Teammate or covered family member.

Teammates may take up to 15 days of leave within a 12-month period. The 12-month period begins on the date of a Teammate's first use of such leave and ends 12 months after that date.

Where they overlap, leave taken under this policy will run concurrently with leave under the Family and Medical Leave Act.

Teammates needing leave under this policy must provide advance notice of the need for leave to the greatest extent possible. However, if there is a threat of imminent danger to the health or safety of the Teammate or a covered family member, the Teammate must notify the Company within three workdays that protected leave was taken or is being taken. Such notice may be

provided by the Teammate, a family member of the Teammate or a professional assisting the Teammate with addressing the abusive behavior, and can be made via telephone, in person or in writing.

If an absence is unscheduled, the Company will not take any negative action against the Teammate as long as the Teammate provides appropriate documentation within 30 days of the unauthorized absence.

The Company may require Teammates to provide supporting documentation demonstrating that the Teammate or a covered family member was the victim of abusive behavior and that the reason for taking leave was related to that behavior. Such documentation should be provided within a reasonable period of time and may include:

- A protective order or other document issued by a court;
- A document under the letterhead of a court, provider or public agency that the Teammate attended for the purpose of obtaining assistance regarding the abusive behavior;
- A police report or witness statement provided to the police;
- Documents showing that the perpetrator was convicted of an offense constituting abusive behavior, or admitted to facts sufficient to establish guilt of abusive behavior;
- Medical documentation;
- A sworn statement, signed under penalty of perjury, from a counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other professional advocate who has assisted the Teammate and/or their family address the effects of abusive behavior; or
- A sworn statement, signed under penalty of perjury, from the Teammate, attesting that the Teammate or a covered family member has been the victim of abusive behavior.

All information and documentation related to a Teammate's use of domestic violence leave will be kept confidential, unless such disclosure is expressly required by law, requested in writing by the Teammate or necessary to protect the safety of the Teammate or other Teammates.

Upon return from leave, Teammates will be restored to their original position or to an equivalent position. The Company will not take any adverse action against a Teammate for exercising his or her rights under this policy. Additionally, Teammates taking leave under this policy will not lose any benefits accrued prior to the start of the leave.

## **MICHIGAN SUPPLEMENT**

### **Disability Accommodation**

Teammates who require an accommodation in order to perform the essential functions of their jobs should contact Human Resources in accordance with the procedures identified in the Handbook. Under Michigan law, any Teammates or applicants for employment with a disability who are in need of accommodation must notify the Company in writing of their need for accommodation within 182 days after the date they knew or reasonably should have known that an accommodation was needed.

### **Paid Sick and Safe Leave**

The Company provides eligible Teammates with paid sick and safe leave in accordance with the requirements of Michigan's Paid Medical Leave Act (PMLA).

**The accrual only applies to eligible Teammates who do not receive sufficient Paid Sick Leave under the Company's main paid sick leave policy. Teammates who receive sufficient time under that policy do not receive additional time under this policy, unless required by law.**

#### ***Eligibility***

Certain non-exempt Teammates whose primary work location is in Michigan are eligible to accrue paid sick and safe leave.

Eligible Teammates do not include those who worked, on average, fewer than 25 hours per week during the immediately preceding calendar year or any of the following:

- Individuals who are exempt from overtime requirements under the federal law 29 U.S.C. § 213(a)(1), including those who are employed in a bona fide executive, administrative or professional capacity or in the capacity of an outside salesman;
- Individuals employed for 25 or fewer weeks in a calendar year in a job that is scheduled to last 25 or fewer weeks;
- Variable hour Teammates as defined by the Affordable Care Act regulations, i.e., based on the facts and circumstances at the start of employment, the employer cannot determine whether the Teammate is reasonably expected to be employed on average at least 30 hours per week because hours are variable or otherwise uncertain;
- Trainee and minor Teammates who, in accordance with applicable law, earn less than the state-required minimum wage;
- Individuals covered by a collective bargaining agreement that is in effect; or
- Individuals employed by a temporary help firm (i.e., an employer whose primary business is to provide a client with the temporary services of one or more individuals under contract with the employer).

### ***Reasons Sick and Safe Leave May be Used***

Teammates may use paid sick and safe leave for the following reasons:

- The Teammate's or the Teammate's family member's mental or physical illness, injury or health condition;
- For the diagnosis, care or treatment of the Teammate's or the Teammate's family member's mental or physical illness, injury or health condition;
- For preventive medical care for the Teammate or the Teammate's family member;
- The Teammate or the Teammate's family member is a victim of domestic violence or sexual assault and needs to:
  - Seek medical care or psychological counseling for physical or psychological injury or disability;
  - Obtain services from a victim services organization;
  - Relocate due to the domestic violence or sexual assault;
  - Obtain legal services; or
  - Participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
- The Teammate's primary workplace or the Teammate's child's school or place of care is closed by order of a public official due to a public health emergency;
- Health authorities with jurisdiction or a health care provider have determined that the presence of the Teammate or the Teammate's family member in the community would jeopardize the health of others because of exposure to a communicable disease (even if the Teammate or family member have not actually contracted the disease).

For purposes of this policy, "family member" includes a:

- Child (including a biological, adopted, foster or stepchild, a legal ward or a child for whom the Teammate stands in loco parentis);
- Parent (including a biological, adoptive, foster or stepparent, parent-in-law, legal guardian or a person who stood in loco parentis to the Teammate when the Teammate was a minor child);
- Spouse (i.e., an individual to whom the Teammate is legally married);
- Sibling (including a biological adopted or foster sibling);
- Grandparent; or
- Grandchild;

## ***Accrual and Use of Sick and Safe Leave***

Eligible Teammates begin to accrue paid sick and safe leave on March 29, 2019, or the Teammate's first day of work, whichever is later. Sick and safe leave accrues at a rate of one hour of paid sick and safe leave for every 35 hours worked. Maximum accruals of paid sick and safe leave for eligible Teammates cannot exceed one hour of leave per week or 40 hours of leave per calendar year. Eligible Teammates accrue paid sick and safe leave on all hours worked, including overtime hours.

Teammates may not use accrued paid sick and safe leave until their 90th calendar day after the start of employment. Teammates can use up to 40 hours of leave in a single calendar year. Paid sick and safe leave may be used in increments of one hour.

## ***Paid Sick and Safe Leave Carryover***

Teammates who have accrued paid sick and safe leave remaining at the end of the calendar year may carry over up to 40 hours of the accrued and unused time to the next year. The Company does not offer pay in lieu of actual sick and safe leave.

## ***Requesting Sick and Safe Leave and Documentation***

If the need for paid sick and safe leave is foreseeable, Teammates must provide notice of seven days before the leave would begin, unless they learn of the need to use leave within a shorter period. If the need for paid sick and safe leave is unforeseeable, Teammates should provide notice as soon as practicable after the need for leave arises. To provide notice of the need to use paid sick and safe leave, Teammates should contact their supervisor.

The Company may require that Teammates provide documentation verifying that paid sick and safe leave was used for a covered purpose. Teammates are required to provide the requested documentation within three days of the request.

For paid sick and safe leave that is needed because of domestic violence or sexual assault, satisfactory documentation includes:

- A police report indicating that the Teammate or a family member was a victim of domestic violence or sexual assault;
- A court document indicating that the Teammate or a family member is involved in legal action related to domestic violence or sexual assault; or
- A signed statement of a victim and witness advocate affirming that the Teammate or a family member is receiving services from a victim services organization.

The documentation need not explain the details of the violence or medical condition.

Failure to comply with these notice and documentation requirements may result in discipline.

## ***Confidentiality***

Health information and information pertaining to domestic violence or sexual assault related to a Teammate or the Teammate's family member will be treated as confidential and not disclosed

except to the affected Teammate or with that Teammate's permission, unless otherwise required by applicable law.

### ***Rate of Pay***

Paid sick and safe leave is compensated at a pay rate equal to the Teammate's normal hourly or base wage or the applicable minimum wage, whichever is greater. The normal hourly or base wage rate does not include overtime pay, holiday pay, bonuses, commissions supplemental pay, piece-rate pay or gratuities.

### ***Separation from Employment***

Compensation for accrued and unused paid sick and safe leave is not provided upon separation from employment for any reason.

Teammates who separate from employment do not retain accrued, unused leave, even if they are later rehired by the Company.

### ***Retaliation Prohibited***

The Company will not retaliate or tolerate retaliation against Teammates because they take paid sick and safe leave in accordance with this policy or otherwise exercise their rights under the PMLA.

### ***Effect on Other Rights and Policies***

The Company may provide other forms of leave for Teammates to care for medical conditions or for reasons related to domestic violence or sexual assault under certain federal and state laws. In certain situations, paid sick and safe leave under this policy may run at the same time as leave available under another federal or state law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Teammates should contact their Human Resources representative for information about other federal or state medical or domestic violence-related leave rights.

### ***Social Security Number Privacy***

Teammates must provide the Company with their social security number in order for the Company to satisfy payroll, state and federal tax and insurance coverage requirements. Consistent with Michigan law, the Company takes reasonable steps to maintain the confidentiality of social security numbers.

All documents and records containing social security numbers and information are kept in a secure environment. Only authorized personnel with a legitimate business need may access records and documents (both internal and external) that contain a Teammate's social security number and identification information.

In addition to the Company's policy protecting against the disclosure of confidential information, Teammates are prohibited from accessing, viewing, or using other Teammate's social security information maintained by the Company.

When necessary, documents containing Teammate social security numbers will be properly destroyed through shredding or other means before disposal.

Any Teammate who accesses social security data without authorization and/or for unlawful purposes will be disciplined up to and including termination of employment and may be referred to authorities for possible prosecution.

## **MINNESOTA SUPPLEMENT**

### **Wage Disclosure Protection**

No Teammate will be prohibited from disclosing the amount of their own wages or discussing another Teammate's wages. The Company will not take any adverse employment action against a Teammate because the Teammate makes such a disclosure, engages in such discussion, or asserts any rights under this policy.

Nothing in this policy will be construed to require a Teammate to disclose their wages to anyone. Moreover, this policy does not permit the disclosure of any proprietary information, trade secret, or information that is otherwise subject to a legal privilege or protected by law, without the express written consent of management; nor does it condone the disclosure of protected information concerning other Teammates to a competitor where prohibited by policy or contract. A Teammate may bring a civil action for a violation of this policy seeking any of the remedies available under the Minnesota Wage Disclosure Protection Law, including if appropriate, reinstatement, back pay, restoration of service credit, and expungement of adverse employment records.

### **Pregnancy Accommodation**

The Company will provide Teammates with reasonable accommodations for health conditions related to pregnancy or childbirth.

Teammates may request reasonable accommodations, such as temporary transfer to a less strenuous or hazardous position, temporary leave of absence, modification in work schedule or job assignments, seating, more frequent or longer break periods, and limits to heavy lifting. The following reasonable accommodations will be provided upon request and without medical certification: 1) more frequent or longer restroom, food and water breaks; (2) seating; and/or (3) limits on lifting over 20 pounds. For all other requests for reasonable accommodation, a Teammate must obtain the advice of her licensed health care provider or certified doula, and the request need not be granted if it would impose an undue hardship on the operation of the Company's business.

A reasonable accommodation does not require the Company to create a new or additional position, terminate any other Teammate, transfer any other Teammate with greater seniority or promote any Teammate.

Teammates who take a leave of absence under this policy will be reinstated to the same position and pay (including any automatic adjustments that occurred during the leave period) or to a position of comparable duties, hours and pay. Teammates may be permitted to return to employment on a part-time basis during the leave period. Teammates wishing to return on a part-time basis should contact Human Resources. Teammates returning from a leave lasting longer than one month must notify their supervisor and Human Resources at least two weeks prior to the anticipated return date.

Teammates with questions or concerns regarding this policy or who would like to request an accommodation should contact Human Resources. The Company will not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise discriminate or retaliate against Teammates because they request or make use of accommodations in accordance with this policy.

This policy does not limit a pregnant Teammate's rights under any other policy or laws protecting gender, pregnancy, childbirth or health conditions related to pregnancy or childbirth.

### **Meal and Rest Breaks**

Nonexempt Teammates who work eight or more consecutive hours will be provided a 30-minute meal break. During the break, Teammates will be relieved of all duties. An uninterrupted 30-minute meal break will be unpaid.

Teammates will be provided adequate time to use the nearest convenient restroom during each consecutive four-hour period of work.

Teammates who are unable to take all of the meal or rest breaks to which they are entitled in accordance with this policy or who have been prevented or discouraged from taking a break to which they are entitled under this policy should immediately notify a Human Resources representative. All nonexempt Teammates must record their meal breaks.

### **Minimum Wage Rights for St. Paul Teammates**

Teammates who work within the City of St. Paul, Minnesota are generally entitled to earn at least the minimum wage rate required under the City's Minimum Wage Ordinance ("MWO") for time spent working in the City. The MWO applies to Teammates working within the City limits for at least two hours in a one week period, regardless of their immigration status.

Teammates who have questions about this policy or their pay should contact Human Resources. The Company will not retaliate against Teammates or tolerate retaliation against Teammates because they request payment of the minimum wage or report a violation of the MWO. Teammates have the right to report a violation of the MWO to the City of Saint Paul's Department of Human Rights & Equal Economic Opportunity, Labor Standards Education and Enforcement Division, if they: have been denied payment of the required minimum wage and/or have been retaliated against for requesting payment of the minimum wage or reporting a violation of the MWO.

### **Access to Personnel Files**

Teammates may review or obtain a copy of their personnel file once per six-month period, by submitting a written request to Human Resources. The review will take place in the presence of a company representative, at the Teammate's place of employment or a reasonably nearby location, and during normal business hours. Upon separation from employment, Teammates may obtain a copy of their personnel file once each year after separation for as long as the personnel record is maintained.

The following records are not subject to inspection: written references or letters of recommendation; certain information pertaining to a criminal or civil investigation; certain protected educational records; results of employer testing (except for cumulative scores); medical records; information relating to the Company's salary system and staff planning; certain information relating to other people, including co-workers; and certain privileged information.

Teammates who disagree with any of the information contained in their personnel file should notify Human Resources. If a Teammate and the Company cannot agree to remove or correct the specified information, the Teammate may submit a written statement, not to exceed five pages in

length, explaining the Teammate's position regarding the disputed information. The statement will be maintained as part of the Teammate's personnel file and included in any disclosure to a third party.

### **Sick and Safety Leave**

Teammates may use accrued, available sick leave benefits provided by the Company (but not short or long-term disability or other salary continuation benefits) for absences due to the illness or injury of a covered relative, on the same terms that the Teammate is able to use sick leave for the Teammate's own illness or injury. Teammates may also use accrued, available sick leave benefits for the purpose of obtaining assistance because of sexual assault, domestic abuse or stalking or providing such assistance to a relative ("Safety Leave").

Covered relatives include the Teammate's: minor child (age 18 and under or age 20 and under and still in secondary school); adult child; spouse, including a same-sex spouse; sibling; parent, stepparent, or parent-in-law; grandparent; and grandchild. For purposes of this policy, a "child" or "grandchild" also includes a Teammate's step, biological, adopted or foster child or grandchild.

The use of sick leave for Safety Leave and for absences due to an illness or injury of a Teammate's adult child, spouse, sibling, parent, stepparent or parent-in-law, grandchild or grandparent is limited to 160 hours in any 12-month period. This restriction does not apply to absences due to the illness or injury of a Teammate's minor child.

Upon return from leave, Teammates will be reinstated to the same position and pay (including any automatic adjustments that occurred during the leave period) or to a position of comparable duties, hours and pay. Teammates may be permitted to return to employment on a part-time basis during the leave period. Teammates wishing to return to work on a part-time basis should contact Human Resources.

Teammates with questions or concerns regarding this policy or who would like to request a leave of absence should contact Human Resources. The Company will not discriminate or retaliate against Teammates because they request or take accrued, available sick leave in accordance with this policy.

### **Sick and Safe Time (St. Paul)**

The Company provides eligible Teammates with sick and safe time pursuant to the St. Paul Earned Sick and Safe Time (ESST) Ordinance. The guidelines in this policy do not supersede federal, state or local laws regarding leaves of absence, including but not limited to leave taken under the Family and Medical Leave Act (FMLA) or the Minnesota Parental Leave Act (MPLA), leave taken as a reasonable accommodation under the Americans with Disabilities Act (ADA) or the Minnesota Human Rights Act (MHRA), or any other applicable federal, state or local law, including those prohibiting discrimination and harassment.

**The accrual only applies to eligible Teammates who do not receive sufficient Paid Sick Leave under the Company's main paid sick leave policy. Teammates who receive sufficient time under that policy do not receive additional time under this policy, unless required by law.**

## ***Eligible Teammates***

Teammates are eligible to accrue sick and safe time if they work for the Company at least 80 hours in a year within the geographic boundaries of St. Paul.

## ***Accrual and Use of Sick and Safe Time***

Eligible Teammates begin to accrue paid sick and safe time upon hire. Teammates accrue one hour of paid sick and safe time for every 30 hours worked, up to a maximum of 48 hours in a calendar year.

A Teammate's total amount of accrued but unused sick time cannot exceed 80 hours.

Eligible Teammates may not use accrued sick and safe time until the Teammate's 90th calendar day of employment. Thereafter, they may use time as it accrues.

Teammates may use sick and safe time in one hour increments.

## ***Reasons Sick and Safe Time May Be Used***

Sick and safe time may be used for the following reasons:

- The Teammate's own mental or physical illness, injury or health condition; need for medical diagnosis, care or treatment; or need for preventive care;
- To care for a family member with a mental or physical illness, injury or health condition; who needs medical diagnosis, care or treatment; or who needs preventive care;
- Absences due to domestic abuse, sexual assault or stalking of the Teammate or the Teammate's family member to:
  - Seek medical attention;
  - Obtain services from a victim-services organization;
  - Obtain psychological or other counseling;
  - Relocate; or
  - Seek legal advice or take legal action (e.g., prepare for or participate in a civil or criminal legal proceeding);
- The closure of the Teammate's workplace or a family member's school or place of care by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material, or other public health emergency; and
- The closure of a family member's school or place of care due to inclement weather; loss of power, heating, or water; or other unexpected closure.

Eligible family members include the following:

- A child (including a biological, adopted or foster child; stepchild; and adult child);
- A spouse or registered domestic partner;
- A sibling;
- A parent (including a biological parent, stepparent and parent-in-law);
- A grandchild;
- A grandparent; and
- Any individual related by blood or affinity whose close association with the Teammate is the equivalent of a family relationship.

### ***Requesting Sick and Safe Time/Documentation***

Sick and safe time will be provided upon a Teammate's request. If possible, the request must include the absence's expected duration. Requests should be made by contacting your supervisor. If the need for sick and safe time is unforeseeable, the Teammate must provide notice as soon as practicable. Teammates are not required to disclose the specific nature of the illness or specific reason for seeking sick and safe time.

If sick and safe time is used for more than three consecutive days that the Teammate is scheduled to work, or if the Teammate has exhibited a pattern of abusing sick and safe time, the Company may require that the Teammate provide reasonable documentation that the sick and safe time is being used for a qualifying reason. Reasonable documentation for sick time includes any documentation that indicates the Teammate sought and received medical treatment (e.g., a doctor's note). Teammates are responsible for the cost of such documentation not covered by insurance or any other benefit plan. Teammates will be allowed at least 14 days from the date of their return to work to obtain such documentation. Reasonable documentation for safe time must communicate that the Teammate or the Teammate's family member is experiencing domestic violence, sexual assault or stalking and that the leave was taken for a qualifying purpose. This may include a police report, court order or a Teammate's written statement.

### **Rate of Pay for Sick and Safe Time**

Sick and safe time is paid based on the Teammate's normal hourly rate (or an equivalent rate for salaried Teammates). If a Teammate's hourly rate varies, the Teammate will be paid sick and safe time according to what their rate would have been during the scheduled time. However, if a Teammate uses ESST for scheduled overtime, the Company is not obligated to pay the Teammate at the overtime rate.

Sick and safe time will be paid on the date the Teammate would have been paid for work had they not used sick and safe time.

Teammates will be paid only for the hours they are scheduled to work.

## ***Carryover***

Accrued but unused sick and safe time can be carried over from year to year. However, the total amount of accrued and unused time may not exceed 80 hours at any time.

## ***Separation From Employment or Transfer***

Compensation for accrued and unused paid sick and safe time is not provided upon separation from employment for any reason. If a Teammate is rehired by the Company within 90 calendar days of separation from employment, previously accrued but unused sick and safe time will be immediately reinstated. The Teammate may immediately use this time and accrue additional time. In addition, the Teammate's hours worked before being separated count in determining the Teammate's eligibility to use accrued sick and safe time.

If a Teammate is transferred within the Company to a location outside of St. Paul, the Company will maintain the Teammate's accrued sick and safe time on its books for three years from the date of the transfer. A Teammate who transfers back to St. Paul within three years is entitled to all of their previously accrued but unused sick and safe time.

## ***Confidentiality***

The Company will, in accordance with applicable federal, state or municipal law, treat as confidential health or medical information or information pertaining to domestic violence, sexual assault or stalking pertaining to the Teammate or Teammate's family member. Such information will not be released without the Teammate's express permission, unless otherwise required by law.

## ***Effect on Other Rights and Policies***

The Company may provide other forms of leave for Teammates to care for medical conditions or for issues related to domestic violence under certain federal, state and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state or municipal law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Teammates should contact their Human Resources representative for information about other federal, state, and municipal medical, domestic violence or family leave rights.

## ***No Discrimination or Retaliation***

The Company will not retaliate or discriminate against, tolerate retaliation or discrimination against, or restrain or interfere with any Teammate who, in good faith, exercises or attempts to exercise their rights under the ESST.

## ***Sick and Safe Time (Minneapolis)***

The Company provides eligible Teammates with sick and safe time pursuant to the Minneapolis Sick and Safe Time Ordinance (MSSTO). The guidelines in this policy do not supersede federal, state or local laws regarding leaves of absence, including but not limited to leave taken under the Family and Medical Leave Act (FMLA) or the Minnesota Parental Leave Act (MPLA), leave taken as a reasonable accommodation under the Americans with Disabilities Act (ADA) or the

Minnesota Human Rights Act (MHRA), or any other applicable federal, state or local law, including those prohibiting discrimination and harassment.

**The accrual only applies to eligible Teammates who do not receive sufficient Paid Sick Leave under the Company's main paid sick leave policy. Teammates who receive sufficient time under that policy do not receive additional time under this policy, unless required by law.**

### ***Eligible Teammates***

All Teammates are eligible to accrue sick and safe time if they work at least 80 hours within the geographic boundaries of Minneapolis per calendar year.

### ***Accrual and Use of Sick and Safe Time***

Eligible Teammates begin to accrue paid sick and safe time upon hire. Teammates accrue one hour of paid sick and safe time for every 30 hours worked in Minneapolis, up to a maximum of 48 hours in a calendar year.

Teammates accrue sick and safe time in one-hour increments and may not accrue in any fraction of an hour.

For accrual purposes, salaried exempt Teammates are assumed to work 40 hours per workweek. If a Teammate normally works fewer than 40 hours, then accrual will be based on the Teammate's normal workweek. Non-exempt Teammates accrue sick and safe time based on all hours worked, including overtime hours worked. Sick and safe time does not accrue when a Teammate is not working, such as when a Teammate is on vacation or out sick.

Eligible Teammates may not use accrued sick and safe time until the Teammate's 90th calendar day of employment. Thereafter, Teammates may use the time as it accrues. Teammates may only use accrued sick and safe time when they are scheduled to perform work within the city limits of Minneapolis.

A Teammate's total amount of accrued but unused sick and safe time cannot exceed 80 hours.

Teammates may use sick and safe time in one hour increments.

If a Teammate calls in and requests a shift occurring within 24 hours of a shift start, the use of sick or safe time to cover that shift may be denied.

### ***Reasons Sick and Safe Time May Be Used***

Sick and safe time may be used for the following reasons:

- The Teammate's or a family member's mental or physical illness, injury or health condition; need for medical diagnosis, care or treatment; or need for preventive care;
- Absences due to domestic abuse, sexual assault or stalking of the Teammate or the Teammate's family member to:
  - Obtain services from a victim services organization;

- Obtain psychological, medical or other counseling;
  - Relocate or make other safety plans; or
  - Take legal action (e.g., prepare for or participate in a civil or criminal legal proceeding, or seek a restraining order);
- The closure of the Teammate's workplace or a family member's school or place of care by order of a public health official to limit exposure to an infectious agent, a biological toxin or hazardous material or other public health emergency; and
- The closure of a family member's school or place of care due to inclement weather or loss of power, heating or water or other unexpected closure.

Eligible family members include:

- A child (including a biological, adopted or foster child; stepchild; and adult child);
- A spouse;
- A registered domestic partner, as defined under Minnesota law;
- A sibling;
- A parent (including a stepparent and parent-in-law);
- A grandchild;
- A grandparent;
- A guardian;
- A ward; and
- A current member of the Teammate's household.

Teammates are not required to find a Teammate to cover their work when they take sick and safe time.

#### ***Requesting Sick and Safe Time/Documentation***

When the need for sick and safe time is foreseeable, Teammates must provide seven days' notice of the need for sick and safe time. If the need for sick and safe time is unforeseeable, Teammates must provide notice as soon as practicable. To provide notice of the need to use sick and safe time, Teammates should contact their Human Resources representative.

If sick and safe time is used for more than three consecutive days, the Company requires that Teammates provide supporting documentation that the sick and safe time was used for a covered purpose.

Sick and safe time is paid based on the Teammate's normal hourly rate, or the state's minimum wage, whichever is greater. The Teammate's normal hourly rate does *not* include:

- Commissions;
- Reimbursement for expenses incurred on the Company's behalf;
- Premium payments for overtime work or work on Saturdays, Sundays, holidays or scheduled days off, if the premium rate is at least one-and-one-half times the normal rate;
- Bonuses;
- Cash or other valuables in the nature of gifts on special occasions;
- Payments made under a *bona fide* profit-sharing plan or trust or *bona fide* thrift or savings plan; or
- Contributions irrevocably made by an employer to a trustee or third person under a *bona fide* plan for providing old-age, retirement, life, accident or health insurance or similar benefits for Teammates.

Teammates will only be paid for the hours they are scheduled to work. Sick and safe time will be compensated in the same manner and at the same time as the Teammate would have received compensation if they had worked.

### ***Carryover***

Accrued but unused sick and safe time can be carried over from year to year. However, the total amount of accrued and unused time may not exceed 80 hours at any time.

### ***Separation From Employment or Transfer***

Compensation for accrued and unused sick and safe time is not provided upon separation from employment for any reason. If a Teammate is rehired by the Company within 90 days of separation from employment, previously accrued but unused sick and safe time will be immediately reinstated and available for use. The Teammate may also immediately begin accruing additional time if the accrued unused time is less than 80 hours.

If a Teammate is transferred within the Company to a location outside of Minneapolis, the Company will maintain the Teammate's accrued sick and safe time on its books for three years from the date of the transfer. A Teammate who transfers back to Minneapolis within three years is entitled to all of their previously accrued but unused sick and safe time.

### ***Confidentiality***

The Company will, in accordance with applicable federal, state or municipal law, treat as confidential health information or information pertaining to domestic violence, sexual assault or stalking pertaining to the Teammate or the Teammate's family member. Such information will not be released without the Teammate's express permission, unless otherwise required by law or by a court or administrative agency.

### ***Effect on Other Rights and Policies***

The Company may provide other forms of leave for Teammates to care for medical conditions or for issues related to domestic violence under certain federal, state and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state or municipal law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Teammates should contact their Human Resources representative for information about other federal, state, and municipal medical, domestic violence or family leave rights.

### ***No Discrimination or Retaliation***

The Company will not retaliate or discriminate against, tolerate retaliation or discrimination against, or restrain or interfere with any Teammate who in good faith exercises or attempts to exercise their rights under the MSSTO.

## **MISSOURI SUPPLEMENT**

### **Domestic or Sexual Violence Victim Leave and Accommodations**

Teammates who are victims of domestic or sexual violence, or have a family or household member who is a victim of domestic or sexual violence and whose interests are not adverse to the Teammate as it relates to the domestic or sexual violence, may take up to two workweeks of leave during any 12-month period to address domestic or sexual violence.

A "workweek" is the Teammate's standard workweek. The total number of workweeks to which a Teammate is entitled will not decrease during the relevant 12-month period. Leave may be taken consecutively, intermittently or on a reduced work schedule.

Leave will be unpaid, except that exempt Teammates will receive pay when required by applicable law.

Teammates may use leave for any of the following reasons:

- Seeking medical attention for or recovering from physical or psychological injuries caused by domestic or sexual violence to the Teammate or the Teammate's family or household member;
- Obtaining services from a victim services organization for the Teammate or the Teammate's family or household member;
- Obtaining psychological or other counseling for the Teammate or the Teammate's family or household member;
- Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the Teammate or the Teammate's family or household member from future domestic or sexual violence or to ensure economic security; or
- Seeking legal assistance or remedies to ensure the health and safety of the Teammate or the Teammate's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

A "family or household member" means:

- A spouse;
- A parent (meaning the biological parent of a Teammate or an individual who stood in loco parentis to a Teammate when the Teammate was a son or daughter, as defined below);
- A son or daughter (meaning a biological, adopted or foster child, step-child, legal ward, or child of a person standing in loco parentis who is under 18 years of age or who is 18 or older and incapable of self-care because of a mental or physical disability);
- Other person related by blood or by present or prior marriage;

- Other person who shares a relationship through a son or daughter; or
- Individuals residing jointly in the same household.

If the reason for using leave is also a qualifying reason under the federal Family and Medical Leave Act (FMLA) and the Teammate is in fact eligible for FMLA leave, then the Company will also deduct the leave from the Teammate's available FMLA leave.

Teammates must provide at least 48 hours' advance notice of their intention to take leave, unless providing such notice is not practicable. Teammates who take leave under this policy are required to provide the Company, upon request and within a reasonable period of time, with certification that the Teammate or the Teammate's family or household member is a victim of domestic or sexual violence and that the leave is for one of the reasons stated above. A Teammate can satisfy this certification requirement by providing their sworn statement, along with any of the following: documentation from a Teammate, agent or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the Teammate or the Teammate's family or household member sought assistance in addressing domestic or sexual violence and its effects; a police or court record; or other corroborating evidence.

If an unscheduled absence occurs, the Company will not take action against a Teammate if the Teammate, upon request and within a reasonable period of time, provides certification to the Company in the form of the above.

The Company will keep such documentation, including the Teammate's statement, and the fact that the Teammate has requested or obtained leave to address domestic or sexual violence, in the strictest confidence. The Company will not disclose such information unless the Teammate requests or consents to disclosure in writing or disclosure is otherwise required by applicable federal or state law.

During the leave, the Company will maintain any health insurance coverage being provided in the same manner as if the Teammate had not taken leave. Health benefits will be maintained through the leave period to the extent and under the same terms as they are maintained when the Teammate is not on a leave of absence.

Upon return from leave under this policy, a Teammate will be reinstated to the position held prior to taking leave or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

### ***Reasonable Safety Accommodations***

In addition to leave, the Company will provide reasonable safety accommodations in a timely manner to qualified individuals for known limitations resulting from circumstances related to being the victim of or having a family or household member who is a victim of domestic or sexual violence, so long as the accommodation does not impose an undue hardship on Company operations. A "qualified individual" is a Teammate or applicant who, but for being a victim of domestic or sexual abuse or having a family member who is a victim of domestic or sexual abuse, can perform the essential functions of the job they hold or for which they are applying.

A reasonable safety accommodation is an adjustment to a job structure, workplace facility, or work requirement, including:

- Transfer;
- Reassignment;
- Modified schedule;
- Leave;
- A changed telephone number or seating assignment;
- Installation of a lock;
- Implementation of a safety procedure; or
- Assistance in documenting domestic violence that occurs at the workplace or in work-related settings, in response to actual or threatened domestic violence.

In determining whether a safety accommodation is reasonable, the Company will consider any exigent circumstances or danger facing the Teammate or their family or household member.

Upon request, Teammates requesting a reasonable safety accommodation must provide a written statement signed by the Teammate or an individual acting on the Teammate's behalf, certifying that the reasonable safety accommodation is for an authorized purpose.

The Company will not retaliate or tolerate retaliation against a Teammate because the Teammate requests or uses leave or an accommodation in accordance with this policy.

## **MONTANA SUPPLEMENT**

The Company is committed to workplace policies and practices that comply with federal, state, and local laws. For this reason, Montana Teammates will receive the Company's ADV Teammate Handbook (the "Handbook") and the Montana Supplement to the Handbook (the "Montana Supplement").

The Montana Supplement applies only to Montana Teammates. It is intended as a resource containing specific provisions derived under Montana law that apply to the Teammate's employment. It should be read together with the Handbook and, to the extent that the policies in the Montana Supplement are different from, or more generous than those in the Handbook, the policies in the Montana Supplement will apply.

All Teammates of the Company employed for an indefinite period of time. Teammates may resign at any time and may be terminated at any time -- for any reason during the Teammate's probationary period, or with good cause after the probationary period.

Teammates who have not completed 90 days of continuous employment are considered to be within their probationary period of employment for purposes of Montana's wrongful discharge law. During Teammates' probationary period, their employment is "at-will," meaning that either the Teammate or the Company may terminate the relationship at any time, with or without cause and with or without notice.

After Teammates complete their probationary period, they may still terminate their employment relationship with the Company at any time. The Company, however, will terminate a Teammate only for "good cause," which means any reasonable job-related grounds for a Teammate's dismissal based on the Teammate's failure to satisfactorily perform job duties, disruption of the Company's operation, material or repeated violation of an express provision in the Company's policies or any other legitimate business reason.

Nothing contained in the Handbook or any oral statement creates a contract, express or implied, between you and the Company. No Teammate of the Company can create or offer you a contract of employment for any specified duration, with the exception of the President/Owner of the Company, or the President/Owner's authorized representative, and any such contract must be in writing signed by the President/Owner of the Company or that person's authorized representative.

If Teammates have any questions about these policies, they should contact their Human Resources representative.

## **NEVADA SUPPLEMENT**

### **Pregnancy Accommodation**

Teammates and applicants with needs related to pregnancy, childbirth or related conditions (including lactation), may request a reasonable accommodation to enable them to perform their job. The Company will provide a reasonable accommodation for needs related to pregnancy, childbirth, or a related medical condition so long as the requested accommodation does not impose an undue hardship on the Company's business operations.

A reasonable accommodation may include, but is not limited to, the following: modified equipment; different seating; revised break schedules, including changes to the frequency or duration of breaks; space in an area other than a bathroom that can be used for expressing breast milk; assistance with manual labor that is incidental to the primary work duties of the Teammate; light duty assignments; temporary transfer to less strenuous or hazardous work; a restructured position or modified work schedule.

The Company may require that Teammates provide an explanatory statement from their physician regarding the specific accommodation recommended by the physician.

The Company will not deny employment opportunities or take adverse employment action against otherwise qualified applicants or Teammates who request or use such reasonable accommodations.

Teammates who have questions about this policy or who wish to request leave or other reasonable accommodation under this policy should contact their Human Resources representative. When a Teammate makes a request for a reasonable accommodation, the Company and Teammate will engage in a timely, good faith and interactive process to determine an effective, reasonable accommodation.

### **Meal and Rest Breaks**

Teammates who work eight continuous hours are permitted at least one 30-minute uninterrupted meal break. During the break, Teammates will be relieved of all duties. An uninterrupted meal break lasting at least 30 minutes will be unpaid for nonexempt Teammates.

Teammates are also allowed one 10-minute paid rest break for each four hours (or major fraction of four hours) worked. When determining how many hours a Teammate has worked for purposes of providing rest breaks, unpaid meal breaks will not be counted. Rest breaks will be provided in accordance with the following schedule:

<b>Duration of Shift In Hours</b>	<b># of 10 Minute Rest Breaks</b>	<b>Comments</b>
0 to < 3.5	0	Teammates who work less than three and a half continuous hours in a workday are not entitled to take a rest break.
3.5 to < 7	1	Teammates who work at least three and a half hours but less than seven continuous hours in a workday are allowed one 10-minute rest break.
7.0 to < 11.0	2	Teammates who work at least seven but less than 11 continuous hours in a workday are allowed two 10-minute rest breaks.
11.0 to < 15.0	3	Teammates who work at least 11 but less than 15 continuous hours in a workday are allowed three 10-minute rest breaks.
15.00 to < 19	4	Teammates who work at least fifteen but less than nineteen continuous hours in a workday are allowed four 10-minute rest breaks.

Rest breaks will be provided as close as practical to the middle of each four-hour work period.

Teammates who are unable to take all of the breaks to which they are entitled in accordance with this policy, or who have been prevented or discouraged from taking a break to which they are entitled under this policy, should immediately notify a supervisor and/or Human Resources. All nonexempt Teammates must record their meal breaks.

### **Paid Leave**

The Company provides paid leave to eligible Teammates in compliance with the requirements of the Nevada Paid Leave Law (NPLL).

**The accrual only applies to eligible Teammates who do not receive sufficient Paid Sick or vacation Leave under the Company's main policies. Teammates who receive sufficient time under those policies do not receive additional time under this policy, unless required by law.**

### ***Eligibility***

All full-time and part-time Teammates who work in Nevada are eligible to accrue paid leave. The following Teammates are not eligible for paid leave under this policy:

- Temporary Teammates who work less than 90 days on an occasional or temporary basis (whether paid by the Company or a temporary employment agency, training school or training center);
- Seasonal Teammates who typically work less than 90 days and/or who are hired for a specific season;

- On-call Teammates who are called out to work on an hourly or daily basis based upon Company need; or
- Per-Diem Teammates.

### ***Annual Accrual of Paid Leave***

Eligible Teammates begin to accrue paid leave on January 1, 2020, or upon their first day of employment, whichever is later. Eligible Teammates accrue paid leave at the rate of .01923 hours of paid leave for each hour worked.

Eligible Teammates may begin using accrued paid leave on the 90<sup>th</sup> calendar day of their employment with the Company. A Teammate's use of paid leave is limited to 40 hours per calendar year thereafter. Time can be used on one hour increments.

Paid leave can be used for *any reason*, including, but not limited to the following:

- Treatment of a mental or physical illness, injury or health condition;
- Receiving a medical diagnosis or medical care;
- Receiving or participating in preventative care;
- Participating in caregiving; or
- Addressing other personal needs related to the health of the Teammate.

Teammates will not be required to find a replacement as a condition of using accrued paid leave.

### ***Requesting Paid Leave/Documentation***

Teammates must provide notice of the need to use paid leave as soon as practicable, but need not identify the reason for leave use. When the need for leave is foreseeable, such as when a Teammate is going on vacation or taking a voluntary day off, Teammates should provide notice of the need for leave at least 3 days. To provide notice of the need to use paid leave, Teammates should contact their supervisor and specify that they are using paid leave.

### ***Rate of Pay***

Leave is paid based on the rate of pay the Teammate is paid at the time when leave is taken.

### ***Leave Carryover***

Accrued, unused paid leave may be carried over from year to year, up to a maximum carryover amount of 40 hours per calendar year. At the end of the calendar year, any unused paid leave above the maximum accrual amount will be forfeited.

The Company does not offer pay in lieu of actual paid leave.

### ***Effect on Other Rights and Policies***

The Company may provide other forms of leave for Teammates. In certain situations, leave under this policy may run at the same time as leave available under another federal or state law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Teammates should contact their Human Resources representative for information about other federal or state leave rights.

### ***Separation from Employment***

Compensation for accrued and unused paid leave is not provided upon separation from employment for any reason. If a Teammate is rehired within 90 days after separation and separation was not due to the Teammate voluntarily leaving employment, any previously unused paid leave hours will be reinstated.

### ***Retaliation***

The Company will not retaliate or tolerate retaliation against any Teammate because the Teammate uses paid leave in accordance with this policy.

## **NEW HAMPSHIRE SUPPLEMENT**

### **Whistleblower Protections**

As is set forth more fully in the Reporting and Anti-Retaliation Policy in the Handbook, the Company is committed to promoting compliance with the laws, rules and regulations that govern its business operations. The Company will not retaliate against, or tolerate retaliation against, any Teammate who in good faith:

- Reports or causes to be reported an alleged violation of law;
- Objects to or refuses to participate in any activity that the Teammate, in good faith, believes is a violation of the law;
- Participates in an investigation, hearing or inquiry conducted by any governmental entity or any court concerning allegations that the Company violated the law; or
- Refuses to execute a directive that violates any law or rule adopted by the state or political subdivision of the United States.

Teammates who wish to report a concern regarding a possible violation of law or who feel they have been retaliated against for making such a report should immediately contact their supervisor, a Human Resources representative or contact the Company's ethics hotline.

Teammates should also consult the Anti-Harassment Policy set forth in the Handbook for further information about reporting potential misconduct and protections from retaliation.

### **Meal Breaks**

Teammates who work five hours or more in a shift will be entitled to one 30-minute meal break. Teammates will be relieved of all duties during the meal break.

An uninterrupted 30-minute meal break will be unpaid for nonexempt Teammates.

Any Teammate who is unable to take all of the meal breaks to which they are entitled in accordance with this policy, or who has been prevented or discouraged from taking a break to which they are entitled under this policy, should immediately notify a Human Resources representative. All nonexempt Teammates must record their meal breaks.

## **NEW JERSEY SUPPLEMENT**

### **Equal Employment Opportunity**

As set forth in the Handbook, the Company is committed to equal employment opportunity and to compliance with federal antidiscrimination laws. We also comply with New Jersey law, which prohibits discrimination and harassment against any Teammates or applicants for employment based on race (including traits historically associated with race, such as hair texture, hair type and protective hairstyles), creed, color, national origin, ancestry, age, sex, pregnancy or breastfeeding (including childbirth, breastfeeding or expressing milk for breastfeeding or medical conditions related to pregnancy, childbirth or breastfeeding), marital status, civil union or domestic partnership status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, disability (including AIDS and HIV-related illnesses), liability for service in the U.S. Armed Forces and use or non-use of tobacco products outside the workplace. The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state, or local law.

Additionally, the Company prohibits retaliation against any Teammate who requests from, discusses with or discloses to a current or former Teammate, a lawyer from whom the Teammate seeks legal advice or a government agency information regarding the job title, occupational category, rate of compensation (including benefits), gender, race, ethnicity, military status, or national origin of the Teammate or any other Teammate. Teammates are not required to disclose their wage information.

### **Whistleblower Protections (Conscientious Teammate Protection Act)**

Teammates have the right to complain of workplace practices or policies they believe to be in violation of the law, against public policy and/or fraudulent or unethical.

The Company will not terminate, demote, take any other adverse employment action or otherwise retaliate against a Teammate because the Teammate:

1. Discloses or threatens to disclose to a supervisor or to a public body an activity, policy or practice of the employer or another employer with whom there is a business relationship, which the Teammate reasonably believes is in violation of a law or a rule or regulation issued under the law; is fraudulent or criminal; or, in the case of a Teammate who is a licensed or certified health care professional, constitutes improper quality of patient care;
2. Provides information to or testifies before any public body conducting an investigation, hearing or inquiry into any violation of a law or a rule or regulation issued under the law by the employer or another employer with whom there is a business relationship, or, in the case of a Teammate who is a licensed or certified health care professional, provides information to or testifies before any public body conducting an investigation, hearing or inquiry into quality of patient care;
3. Provides information to or testifies before any public body conducting an investigation, hearing or inquiry into any violation involving deception of or misrepresentation to any shareholder, investor, client, patient, customer,

- Teammate, former Teammate, retiree or pensioner of the employer or any governmental entity;
4. Provides information regarding any perceived criminal or fraudulent activity, or policy or practice of deception or misrepresentation, which the Teammate reasonably believes may defraud any shareholder, investor, client, patient, customer, Teammate, former Teammate, retiree or pensioner of the employer or any governmental entity; or
  5. Objects to or refuses to participate in any activity, policy or practice that the Teammate reasonably believes:
    - a. Is in violation of a law or a rule or regulation issued under the law or, if the Teammate is a licensed or certified health care professional, constitutes improper quality of patient care;
    - b. Is fraudulent or criminal; or
    - c. Is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment.

When a disclosure is made to a public body, the protection against retaliation does not apply *unless* the Teammate has brought the activity, policy or practice to the attention of their supervisor in writing and has given the Company a reasonable opportunity to correct the activity, policy or practice. There is an exception, however, to this internal disclosure requirement if the situation is an emergency in nature and the Teammate reasonably believes that the activity, policy or practice is known to one or more company supervisors or reasonably fears physical harm as a result of the disclosure.

If a Teammate has questions about this policy, they may ask any member of Human Resources or contact HR Shared Services.

We recognize that Teammates may need to be absent from work for an extended period of time for family-related reasons. Accordingly, the Company will grant time off to Teammates in accordance with the requirements of the federal Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA). When both the FMLA and NJFLA apply, the leave provided by each will count against the Teammate's entitlement under both laws and must be taken concurrently. A Teammate who is eligible for leave under only one of these laws will receive benefits in accordance with that law only.

The following policy addresses Teammate rights under the NJFLA. Teammates should refer to the main Handbook for additional details regarding the FMLA. Questions concerning this policy should be directed to Human Resources.

#### *Leave Entitlement and Eligibility*

Teammates who work in New Jersey, or who perform some work in New Jersey and have their work directed and controlled from New Jersey, may be eligible for leave under the NJFLA. To be eligible for leave, Teammates must have been employed by the Company for at least 12 months and have worked at least 1,000 base hours (including regular time, overtime, workers'

compensation leave and military leave) during the 12-month period immediately preceding the leave. The Company may deny leave for certain highly compensated Teammates.

Eligible Teammates are entitled to 12 weeks of unpaid leave in a 24-month period. A 24-month period is determined by a 24-month period measured forward from the start date of the Teammate's first NJFLA leave. When two Teammates from the same family (e.g., spouses or siblings) request leave at the same time, the Company will allow each Teammate up to 12 weeks of unpaid leave, so long as the Teammate is otherwise eligible for leave.

#### *Permissible Uses of NJFLA Leave*

Eligible Teammates may take family leave to provide care for the following reasons:

- **Bonding Leave:** The birth of a child (including a child born pursuant to a valid written agreement between the Teammate and a gestational carrier), and to care for a newborn or a child newly placed with the Teammate for foster care or adoption;
- **Family Care Leave:** Serious health condition of a family member; or
- **Public Health Emergency Leave:** During a state of emergency declared by the Governor (or when indicated as necessary by the Commissioner of Health or other public health authority during an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of the communicable disease), the Teammate:
  - Is required to provide in-home care or treatment of the Teammate's child because the child's school or place of care has been closed by order of a public official due to the epidemic or other public health emergency;
  - Is required to care for a covered family member because a public health authority has issued a determination, such as a mandatory quarantine order, requiring or imposing responsive or prophylactic measures as a result of illness caused by the communicable disease (or known or suspected exposure to the communicable disease) and because the presence in the community of the covered family member in need of care by the Teammate would jeopardize the health of others; or
  - Is required to care for a covered family member who, under the recommendation of a health care provider or public health authority, voluntarily self-quarantines as a result of suspected exposure to the communicable disease because the presence in the community of that family member would jeopardize the health of others.

For purposes of this policy, a "Parent" includes the Teammate's biological, adoptive, resource family parent, foster parent, stepparent, parent-in-law or legal guardian and includes individuals who become the parent of a child pursuant to a valid written agreement with a gestational carrier. A "child" includes, but is not limited to the Teammate's biological, adopted, foster child, resource family child, stepchild or legal ward and includes a child who becomes the child of a parent pursuant to a valid written agreement between the parent and a gestational carrier. A "serious health condition" means an illness, injury, impairment or physical or mental condition that requires inpatient care in a hospital, hospice or residential medical care facility or continuing medical treatment or continuing supervision by a health care provider. A "family member" means a child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, partner in a civil union couple or any other individual related by blood to the Teammate or with whom the Teammate shows a close association that is the equivalent of a family relationship.

Leave for the birth of a child or for the placement of an adopted or foster child must begin within one year after the child's birth or placement for adoption or foster care.

When a leave is covered by both the FMLA and the NJFLA, the leave will simultaneously count as part of the Teammate's entitlement under both laws. However, a leave granted due to the Teammate's own serious health condition under the FMLA is not covered by the NJFLA. As a result, a leave of 12 weeks to care for the Teammate's own serious health condition under the FMLA may be followed by an additional 12-week leave to care for a family member under the NJFLA. This may result in a combined leave period under both laws of up to 24 weeks.

### *Requesting Leave*

Teammates must provide at least 30 days' advance notice to the Company before beginning NJFLA leave, unless emergent circumstances warrant shorter notice. Teammates must provide prior notice of the leave in a reasonable and practicable manner, unless an emergency or other unforeseen circumstance precludes prior notice. Notice must be in writing, except that Teammates may provide verbal notice in emergency situations when written notice is impracticable, as long as they subsequently provide written notice. Teammates must make a reasonable effort to schedule NJFLA leave in a manner that does not unduly disrupt Company operations.

### *Certification for Leave*

A request for NJFLA leave for Bonding Leave or Family Care Leave must be supported by certification issued by a duly licensed or other acceptable health care provider. If a completed certification is not returned in a timely manner, the leave may be denied. If the Company has reason to doubt the validity of the certification, we may require a second (and in some cases a third) medical opinion at the Company's expense.

A request for NJFLA Public Health Emergency Leave must be supported by a sufficient certification issued by a school, place of care for children, public health authority, public official, or health care provider (depending upon the reason for which leave is being requested).

### *Intermittent or Reduced Schedule Leave*

Teammates can elect to take NJFLA leave on a reduced leave schedule basis. However, a reduced schedule may not last longer than 12 months for any one period of leave. In addition, Family Care Leave may be taken on a reduced schedule or an intermittent basis when medically necessary only if:

- The total time within which the leave is taken does not exceed 12 months for each serious condition episode;
- The Teammate provides the Company with a copy of a certification from the family member's health care provider;
- The Teammate provides the Company with prior notice of the leave at least 15 days before the first day of the leave, unless an emergency or other unforeseen circumstance precludes prior notice; and

- The Teammate makes a reasonable effort to schedule leave so as not to unduly disrupt the Company's operations.

An intermittent leave taken in connection with a single serious health condition may not exceed 12 months.

Public Health Emergency Leave may be taken on a reduced schedule or intermittent basis only if:

- The Teammate provides the Company with prior notice of the leave as soon as practicable; and
- The Teammate makes a reasonable effort to schedule the leave so as not to unduly disrupt Company operations and, if possible, provides the employer, 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.

With advance notice, and if certain conditions are met, Teammates can take leave for the birth, adoption or placement of a child in foster care on an intermittent basis.

Teammates must make a reasonable effort to schedule intermittent or reduced schedule leave so that it does not unduly disrupt the Company's business operations.

The Company may require Teammates on reduced schedule or intermittent leave to temporarily transfer to an available alternative position for which the Teammate is qualified and that better accommodates a recurring period of leave than does the Teammate's regular position. The alternative position will have pay and benefits equivalent to the Teammate's regular position.

Upon returning from a reduced schedule or intermittent leave, the Teammate will be placed in the same or an equivalent job as the one he or she left when the leave began.

#### *Compensation and Benefits During Leave*

Leaves of absence under this policy are generally without pay. However, some Teammates may be eligible for temporary disability benefits or paid leave benefits and should consult the Company's temporary disability benefits and paid family leave insurance policies. In addition, Teammates who have accrued paid leave (e.g., sick or vacation) may use that time during their approved NJFLA leave. Use of paid time off will not serve to extend the length of any leave.

Teammates will be permitted to continue employment benefits during the leave at the same level and under the same conditions that coverage would have been provided had the Teammate continued in employment and not taken leave.

#### *Outside Employment*

Teammates may not take a new full-time position while on leave. Teammates can take a new part-time job as long as it does not exceed half of the Teammate's regularly scheduled hours worked for the Company. Teammates may also continue full-time or part-time employment they had prior to the leave.

### *Return From Leave*

Teammates generally will be restored to their original position or to a position with equivalent pay, benefits and other terms and conditions of employment. However, Teammates have no greater right to continued employment than if they had not taken the leave. Teammates wishing to return to work prior to a leave's prearranged end date may do so if the early return would not cause the Company undue hardship.

Reinstatement may be denied if:

1. During the leave, the Teammate's job would have been terminated or the Teammate would have been laid off for reasons unrelated to the leave; or
2. The Teammate performed unique services and hiring a permanent replacement during the leave, after giving reasonable notice to the Teammate of the intent to do so, was the only way for the Company to prevent substantial and grievous economic injury to its operations. Certain highly compensated Teammates (those earning pay in the top 5% or whose salary is one of the 7 highest, whichever is greater) may be denied leave or reinstatement if necessary to prevent substantial and grievous economic injury to the Company's business. If a Teammate falls within this category, he or she will be advised by the Company of any decision to deny leave. This exception does not apply to Teammates seeking Public Health Emergency Leave.

### *Retaliation*

The Company will not interfere, restrain or deny the exercise of any rights provided under this policy. If a Teammate believes that his or her NJFLA rights have been violated in any way, he or she should immediately report the matter to Human Resources.

## **PAID SICK AND SAFE LEAVE**

The guidelines in this policy do not supersede applicable federal, state, or local laws regarding leaves of absence, including but not limited to leave taken under the Family and Medical Leave Act (FMLA), leave taken as a reasonable accommodation under the Americans with Disabilities Act (ADA), or any other applicable federal, state, or local law, including those prohibiting discrimination and harassment. Where applicable, leave under this policy will run concurrently with all other applicable leaves.

**The accrual only applies to eligible Teammates who do not receive sufficient Paid Sick Leave under the Company's main paid sick leave policy. Teammates who receive sufficient time under that policy do not receive additional time under this policy, unless required by law.**

### *Eligibility*

Teammates (including those working on a full-time, part-time or temporary basis) are generally eligible to accrue paid sick and safe leave.

### *Reasons Sick and Safe leave May be Used*

Teammates may use paid sick and safe leave for the following reasons:

- The Teammate's or the Teammate's family member's mental or physical illness, injury or health condition;
- For the diagnosis, care or treatment of the Teammate's or the Teammate's family member's mental or physical illness, injury or health condition;
- For preventive medical care for the Teammate or the Teammate's family member;
- The Teammate or their family member is a victim of domestic or sexual violence (including stalking, sexual assault or any sexually violent offense) and needs to obtain:
  - Medical attention;
  - 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 a civil or criminal legal proceeding related to the domestic or sexual violence.
- To attend a child's 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;
- To attend a meeting regarding a child's care in connection with the child's health or disability;
- The Teammate's workplace or the Teammate's child's school or place of care is closed 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 Governor has declared a state of emergency or a health care provider, the Commissioner of Health or another public health authority has issued a determination that the presence in the community of the Teammate or a member of the Teammate's family in need of care by the Teammate would jeopardize the health of others; or
- 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 Teammate undergoes isolation or quarantine, or cares for a family member in quarantine, as a result of suspected exposure to a communicable disease and has a finding by the provider or authority that the presence in the community of the Teammate or family member would jeopardize the health of others.

For purposes of this policy, "family member" includes a:

- Child (including a biological, adopted, foster or stepchild, a legal ward, and the child of a domestic partner or civil union partner);
- Parent (including a biological, adoptive, foster or stepparent; legal guardian; parent of a spouse, domestic partner or civil union partner; a person who stood in loco parentis when the Teammate was a minor; or a parent's spouse, domestic partner or civil union partner);
- Spouse (including a civil union partner or domestic partner);
- Sibling (including a biological, adopted or foster sibling and a sibling of a spouse, domestic partner or civil union partner);

- Grandparent (including a grandparent's spouse, domestic partner or civil union partner);
- Grandchild; and
- Any other individual related by blood to the Teammate or whose close association with the Teammate is the equivalent of a family relationship, including any person with whom the Teammate has a significant personal bond that is, or is like, a family relationship, regardless of biological or legal relationship.

The Company will not count Teammates' use of sick and safe leave in compliance with this policy as an absence when evaluating absenteeism. Therefore, any such use of sick and safe leave will not count as an "occurrence" under any Company policy. A Teammate who uses paid sick and safe leave for an unauthorized purpose may be subject to discipline, up to and including termination.

#### *Accrual and Use of Sick and Safe Leave*

Eligible Teammates will accrue up to 40 hours of paid sick and safe time each calendar year at a rate of one hour for every 30 hours worked, up to a maximum cap of 40 hours.

Exempt Teammates are assumed to work the number of hours worked in a normal workweek, up to 40 hours per workweek.

Eligible Teammates may not use paid sick and leave under this policy and the ESSLL until the 120th calendar day after their employment with the Company began.

Paid sick and safe leave may be used in increments of one hour.

Eligible Teammates may only use up to 40 hours of paid sick time in a calendar year.

Teammates are not required to search for or find a Teammate to cover their work in order to take paid sick and safe leave.

#### *Requesting Sick and Safe Leave and Documentation*

When the need for paid sick and safe leave is foreseeable, Teammates must provide notice of the need for leave and its expected duration at least seven days prior to the start of the leave. Teammates must make reasonable efforts to schedule the use of paid sick and safe leave in a manner that does not unduly disrupt Company operations.

If the need for paid sick and safe leave is unforeseeable, Teammates should provide notice of the need for leave and its expected duration as soon as practical. To provide notice of the need to use paid sick and safe leave, Teammates should contact Human Resources.

If paid sick and safe leave is used for three or more consecutive workdays, the Company may require that the Teammate provide reasonable documentation that the paid sick and safe leave was used for a qualifying reason. For a medical-related absence, a Teammate can satisfy this requirement by providing documentation signed by a health care professional that indicates the need for leave and, if possible, the amount of leave required. For leave related to domestic or sexual violence, the Teammate can provide any of the following documents:

- 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 Teammate or covered relation in dealing with the domestic or sexual violence.

For leave related to an epidemic or other public health emergency, the Teammate can provide a copy of the order of the public official or the determination by the health authority.

#### *Confidentiality*

Information pertaining to health and/or domestic or sexual violence related to a Teammate or the Teammate's family member will be treated as confidential and not disclosed except to the affected Teammate or with that Teammate's permission, unless otherwise required by applicable law.

#### *Carryover*

Accrued, unused paid sick and safe leave can be carried over from year to year, up to a maximum carryover amount of 40 hours.

However, **please note that, no matter how many hours you may have in your bank, Teammates may only ever use a maximum of 40 hours of paid sick and safe time each calendar year.**

#### *Rate of Pay and Overtime*

Paid sick and safe leave is compensated at the same rate of pay and with the same benefits a Teammate normally earns, or at the state minimum wage (whichever is greater).

#### *Integration with Other Benefits*

It is a Teammate's responsibility to apply for any applicable benefits for which the Teammate may be eligible as a result of illness or disability, including temporary disability insurance, family leave insurance, workers' compensation insurance, and any other disability insurance benefits. If a Teammate elects to integrate paid sick and safe leave with other paid benefits, the Company will integrate all paid benefits such that a Teammate will not be paid more than their regular compensation at any time.

#### *Separation from Employment*

Compensation for accrued and unused paid sick and safe leave is not provided upon separation from employment for any reason. If a Teammate is rehired by the Company within six months of separation from employment, previously accrued but unused sick and safe leave will immediately

be reinstated. The previous period of employment will be counted for purposes of determining the Teammate's eligibility to use paid sick and safe leave.

#### *Retaliation Prohibited*

The Company will not discriminate or retaliate against Teammates, or tolerate discrimination or retaliation against Teammates, because they request or use paid sick and safe leave in accordance with this policy and/or the ESSLL, file a complaint alleging a violation of the ESSLL or inform any other person of his or her rights under the ESSLL.

#### *Effect on Other Rights and Policies*

Benefits and leave rights herein will run concurrently with benefits or leave rights under any other applicable law or policy, where permissible and applicable. The Company may provide other forms of leave for Teammates to care for medical conditions or for reasons related to domestic or sexual violence or family leave under certain federal and state laws. In certain situations, sick and safe leave under this policy may run at the same time as leave available under another federal or state law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Teammates should contact Human Resources for information about other federal and state medical, domestic or sexual violence or family leave rights.

### **TEMPORARY DISABILITY BENEFITS**

New Jersey Teammates who are temporarily disabled by a non-work-related injury or illness may receive benefits through the New Jersey Temporary Disability Benefits Plan (State Plan). Teammates are eligible for temporary disability (TD) benefits only when they suffer an accident or illness that is not covered by New Jersey's workers' compensation law, including a disability that is the result of organ or bone marrow donation by a covered Teammate.

During a state of emergency declared by the Governor or when indicated to be needed by the Commissioner of Health or other public health authority, TD benefits are also available for an illness caused by an epidemic of a communicable disease, a known or suspected exposure to a communicable disease or efforts to prevent the spread of a communicable disease, which requires in-home care or treatment of a Teammate due to:

- The determination by a health care provider, the commissioner or other public health authority that the Teammate's presence in the community may jeopardize the health of others; and
- The recommendation, direction or order of the provider or authority that the Teammate be isolated or quarantined because of suspected exposure to a communicable disease.

To be eligible for TD benefits, Teammates must: (1) have worked at least 20 "base weeks" in covered New Jersey employment within the base year preceding the week in which the disability began or the week in which the Teammate submits a claim for benefits; or (2) earned at least 1,000 times the minimum wage in effect on October 1 of the calendar year preceding the calendar year in which the disability began. A "base week" is any calendar week in which the Teammate earned at least 20 times the state minimum wage. To qualify for TD benefits, the Teammate's illness or injury must have started while the Teammate was eligible for benefits.

Benefits begin on the eighth consecutive day of a disability and may continue up to a maximum of 26 weeks or one-third of a Teammate's total wages in a year. Eligible Teammates will receive an amount equal to 85% of their weekly wage, up to a maximum of 70 percent of the statewide average weekly wage. No benefits are paid for the first week of disability, unless the disability: is related to an illness caused by an epidemic of a communicable disease, a known or suspected exposure to a communicable disease or efforts to prevent the spread of a communicable disease, as described above; is the result of a covered Teammate donating an organ or bone marrow; or continues for a period lasting longer than three weeks.

Teammates who collect TD benefits from the state may be ineligible to simultaneously receive benefits under other state or federal unemployment, disability or workers' compensation laws.

Teammates may be eligible to return to work on a reduced basis while recovering from a disability. For Teammates who are otherwise eligible for TD benefits but only able to work on a reduced basis, benefits will be paid such that the sum of the Teammate's wages and benefits paid will equal the weekly amount the individual would have been paid if totally unable to perform the duties of the job due to disability. Teammates cannot receive TD benefits for work on a reduced basis unless they were totally unable to perform the duties of employment due to disability and receiving full benefits for at least seven consecutive days prior to claiming partial benefits for a reduced work schedule. The maximum duration of partial benefits for work on a reduced schedule is eight weeks, unless the Division, after a review of medical information from a qualified healthcare provider, approves an extension in writing up to a maximum of 12 weeks of benefits.

When filing a claim for TD benefits under the State Plan, Teammates will be required to provide written notice to the New Jersey Department of Labor and Workforce Development's Temporary Disability Insurance Division within 30 days after the beginning of a period of disability. Teammates will also be required to provide certification of the disability from a health care provider.

### **REINSTATEMENT FOLLOWING BONE MARROW AND ORGAN DONATION**

Teammates who experience a period of disability that is the result of donating any organ or bone marrow, and that is a compensable disability under New Jersey's Temporary Disability Benefits Law, will be restored at the end of the period of disability to their original job or to an equivalent job with equivalent pay, benefits and other terms and conditions of employment. However, a Teammate has no greater right to reinstatement than if they had not been absent for the purpose of organ or bone marrow donation.

For example, if a Teammate who was absent from work for a disability resulting from organ or bone marrow donation would have been laid off had they not been absent, or if the Teammate's job is eliminated during the period of disability and no equivalent or comparable job is available, then the Teammate would not be entitled to reinstatement.

### **DOMESTIC OR SEXUAL VIOLENCE VICTIM LEAVE**

Eligible Teammates who are victims of domestic violence or a sexually violent offense or who have a qualifying family member who is a victim of domestic or sexual violence may take up to 20 days of unpaid leave in the 12-month period following an incident of domestic or sexual violence to:

- Seek medical attention for or recover from physical or psychological injuries caused by domestic or sexual violence to the Teammate or the Teammate's family member;

- Obtain services from a victim services organization for the Teammate or the Teammate's family member;
- Obtain psychological or other counseling for the Teammate or the Teammate's family member;
- Participate in safety planning, temporarily or permanently relocate or take other actions to increase the safety of the Teammate or the Teammate's family member from future domestic or sexual violence or to ensure economic security;
- Seek legal assistance or remedies to ensure the health and safety of the Teammate or the Teammate's family member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence; or
- Attend, participate in or prepare for a criminal or civil court proceeding relating to domestic or sexual violence.

For purposes of this policy, a "family member" is a Teammate's child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner or civil union partner, any other individual related by blood to the Teammate or any other individual who has a close association with the Teammate that is the equivalent of a family relationship.

Teammates are eligible for leave under this policy if they have been employed with the Company for at least 12 months and for at least 1,000 base hours during the 12-months immediately preceding the leave.

When the need for leave is foreseeable, Teammates must provide written notice of the need as far in advance as is reasonable and practical under the circumstances, unless an emergency or other unforeseen circumstance precludes prior notice. Advance notice is not required for emergency situations.

Leave may be taken intermittently in intervals of no less than one day.

Teammates will be required to submit documentation verifying the need for leave, such as:

- A domestic violence restraining order or other documentation of equitable relief issued by a court;
- A letter or other written documentation from the county or municipal prosecutor documenting the domestic violence or sexually violent offense;
- Documentation of the conviction of a person for the domestic violence or sexually violent offense;
- Medical documentation of the domestic violence or sexually violent offense;
- Certification from a certified domestic violence specialist or the director of a designated domestic violence agency or rape crisis center confirming that the Teammate or Teammate's family member is a victim of domestic violence or a sexually violent offense; or
- Other documentation or certification of the domestic violence or sexually violent offense provided by a social worker, clergy member, shelter worker or other professional who has assisted the Teammate or Teammate's family member in dealing with the domestic violence or sexually violent offense.

All information provided to the Company concerning a domestic violence or sexually violent incident and leave under this policy will be kept confidential, unless disclosure of this information is authorized in writing by the Teammate or is required by law.

Teammates can choose to use any accrued sick leave or any available family temporary disability leave benefits during their leave. Any paid time off or family temporary disability leave benefits will run concurrently with the unpaid leave. When applicable, time off under this policy will run concurrently with a leave of absence covered by the federal Family and Medical Leave Act or New Jersey Family Leave Act.

The Company prohibits harassment, discrimination or retaliation against Teammates because they take or request leave in accordance with this policy or refuse to authorize the release of confidential information.

## **MILITARY LEAVE**

Any the Company Teammate who serves in the military or National Guard is eligible for employment and benefit protection as specified in the Uniformed Services Employment and Reemployment Rights Act (USERRA) and any applicable state law protections.

A Teammate who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves or Public Health Service will be granted an unpaid leave of absence for military service, training or related obligations in accordance with applicable law. Written military orders must be presented to your manager and the Human Resources Department. You may be entitled to leave without pay in accordance with state regulations. At the conclusion of the leave, upon the satisfaction of certain conditions, a Teammate generally has a right to return to the same position he or she held prior to the leave or to a position with like seniority, status and pay that the Teammate is qualified to perform.

In addition, New Jersey Teammates who leave full- or part-time employment to perform military service will be reinstated to their previous position, or one of like seniority status and pay, upon return. For purposes of this policy, "military service" means duty by any person in the active military service of the United States and active duty in the military service of the state under an order of the Governor. Teammates (other than temporary Teammate) who leave their job to perform military service generally are eligible for reinstatement if they:

- Receive a duly executed certificate of completion of military service;
- Are still qualified to perform the duties of the position; and
- Apply for reemployment within 90 days after being relieved from service.

If the Company's circumstances have changed and make it impossible or unreasonable to reinstate the Teammate, the Teammate may request to be restored to another available position for which the they are able or qualified to perform the duties.

Qualified Teammates (not in a temporary position) who take a temporary leave of up to three months to participate in assemblies or annual training or to attend any service schooling conducted by the Armed Forces of the United States are eligible for reemployment if they apply for employment within 10 days after completing service. The leave may not exceed three months in any four-year period.

Time off under this policy is without pay. Teammates will be considered as having been on furlough or a leave of absence during the leave and will be entitled to participate in insurance or other benefits offered by the Company in accordance with the established rules and practices regarding leaves of absence in effect at the time the Teammate is ordered to military service or training.

Teammates returning from leave under this policy will not be terminated without cause within one year following the date of reemployment.

The Company will not discriminate or retaliate against a Teammate because he or she takes a leave of absence in accordance with this policy.

### **Emergency Responder Leave**

Teammates who serve as volunteer emergency responders will be permitted to take time off from work in order to respond to a fire or emergency call or to serve as a volunteer emergency responder during a declared state of emergency, provided they have complied with the Company's notice requirements set forth below.

For purposes of this policy, "volunteer emergency responder" means an active member in good standing of a volunteer fire company; a volunteer member of a first aid, rescue or ambulance squad; or a member of a county or municipal volunteer Office of Emergency Management (as long as the member's official duties include responding to a fire or emergency call).

Teammates are required to provide notice at least one hour before they are scheduled to report to work, and upon returning to work must provide a copy of the incident report and a certification by the incident commander or other official or officer in charge.

Time off under this policy will be without pay, except that exempt Teammates will receive pay when required by applicable law. Additionally, Teammates will be allowed to use any accrued available vacation.

The Company may deny requests for leave under this policy for certain Teammates that are essential to Company operations.

### **Family Leave Insurance**

Eligible Teammates may be eligible for up to 12 weeks of state-provided family leave insurance (FLI) benefits through the Division of Temporary Disability Insurance (the Division) when they take time off for one of the following purposes:

- To bond with a child during the first 12 months after a child's birth if the Teammate or Teammate's domestic partner or civil union partner is a biological parent of the child or the parent of the child pursuant to a valid gestational carrier agreement, or after the placement of the child for adoption or as a foster child with the Teammate;
- To care for a family member with a serious health condition;
- When the Teammate or Teammate's family member is a victim of an incident of domestic violence or a sexually violent offense, to engage in activities for which a Teammate can take unpaid leave under the New Jersey Security and Financial Empowerment Act (NJ SAFE Act), as described in the Company's Domestic or Sexual Violence Victim Leave policy; or

- During a state of emergency declared by the Governor (or when indicated as necessary by the Commissioner of Health or other public health authority during an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of the communicable disease) the Teammate is required to provide in-home care or treatment of the Teammate's covered family member because:
  - A healthcare provider or the commissioner or other public health authority has issued a determination that the family member's presence in the community may jeopardize the health of others; and
  - The provider or authority recommends, directs or orders that the Teammate's family member be isolated or quarantined as a result of suspected exposure to a communicable disease.

If a Teammate receives benefits for a disability caused by domestic violence or a sexually violent offense, that time off will be considered a period of disability for the Teammate and not a period of family leave.

For purposes of FLI, a "family member" is defined to include a Teammate's child, spouse, domestic partner, civil union partner, sibling, grandparent, grandchild, parent, parent-in-law or any other individual related to the Teammate by blood or who has a close association with the Teammate that is the equivalent of a family relationship. A "child" includes a biological, adopted, foster or stepchild; legal ward; or a child of a Teammate's domestic partner or civil union partner or a child who becomes the Teammate's child pursuant to a valid written agreement with a gestational carrier. A "parent" includes a biological parent, foster parent, adoptive parent or stepparent of the Teammate or a person who was a legal guardian of the Teammate when the Teammate was a child or who became the parent of the child pursuant to a valid written agreement with a gestational carrier.

#### *Eligibility*

Teammates who have worked at least 20 base weeks in the year preceding the leave or earned in total at least 1,000 times the applicable minimum wage during the prior year are eligible to apply for and receive FLI benefits. The Division determines whether a Teammate is eligible for benefits.

#### *Amount and Duration of Benefits*

The weekly FLI benefit is generally 85% of the Teammate's average weekly wage and is subject to a state-imposed cap. The maximum benefit is generally 12 weeks (or 56 intermittent days) during the 12-month period or one-third of the Teammate's base year earnings, whichever is less.

When applicable and allowed under applicable law, FLI benefits will run concurrently with leave time available under the New Jersey Family Leave Act or federal Family and Medical Leave Act. Teammates are permitted to use any accrued but unused paid time, including paid sick and safe leave, during a period of family temporary disability leave. FLI benefits will not be paid for any period during which the Teammate receives paid vacation or sick leave from the Company at full pay.

#### *Benefits on an Intermittent Basis*

Teammates may file claims for intermittent periods of time when medically necessary to care for a seriously ill family member. Benefits can be taken on an intermittent basis for this purpose, if:

- The total leave time the Teammate takes does not go over 12 months;
- The Teammate provides a copy of the appropriate medical certification;
- The Teammate provides at least 15 days' notice, unless an emergency or unplanned event prevents the Teammate from doing so; and
- The Teammate makes a reasonable effort to schedule leave in a manner that does not unduly burden the Company and, if possible, provides a regular schedule of the days or days of the week on which the intermittent leave will be taken.

With Company approval, Teammates can file claims for FLI benefits during non-consecutive weeks when taking intermittent leave for the birth, adoption or placement of a child for foster care.

#### *Notice and Certification*

Teammates intending to take leave to bond with a newborn or newly adopted child or a child newly placed with the Teammate for foster care must provide the Company with a minimum of 30 days' notice prior to beginning the family leave.

Unless an emergency or other unforeseen circumstance prevents prior notice, Teammates intending to take continuous leave to care for a family member must provide the Company with advance notice in a reasonable and practicable manner. Teammates intending to take leave for reasons related to the Teammate or Teammate's family member being a victim of an incident of domestic violence or a sexually violent offense must provide written notice as far in advance as is reasonable and practical under the circumstances, unless an emergency or other unforeseen circumstance precludes prior notice.

Teammates intending to take intermittent leave to care for a family member or for the birth, adoption or placement of a child in foster care must provide the Company with a minimum of 15 days' notice prior to the first day on which benefits will be paid for intermittent leave, absent emergency or unforeseen circumstances. Before intermittent leave related to the birth, adoption or placement of a child for foster care begins, the Teammate must, if possible, provide the Company with a regular schedule of the days or days of the week on which intermittent leave will be taken.

Unless the leave is unforeseeable, Teammates who fail to provide this notice may have the amount of benefits they receive reduced. For continuous leave taken for the birth, adoption or placement of a child for foster care, failure to provide advance notice will result in the reduction of benefits by two weeks' worth of benefits unless the time for leave is unforeseeable or changes for unforeseeable reasons.

Teammates requesting FLI benefits for leave to care for a family member will be required to provide certification from a health care provider to the Division. Teammates requesting FLI benefits for leave related to the Teammate or Teammate's family member being a victim of an incident of domestic violence or a sexually violent offense must, if requested by the Division, provide certification in support of their claim.

The Company will not discharge, threaten or otherwise discriminate or retaliate against a Teammate or refuse to restore the Teammate following a period of leave because the Teammate requested or took FLI benefits. However, nothing in this policy affords Teammates any greater right to reinstatement than is available under the New Jersey Family Leave Act, as described in the Company's New Jersey Family Leave policy.



## **NEW MEXICO SUPPLEMENT**

### **Sick Leave to Care for Relatives**

Teammates may use paid sick leave provided by the Company for absences due to the illness, injury, or medical appointment of a covered relative, on the same terms the Teammates are able to use the sick leave benefits for their own illness or injury. For purposes of this policy, sick leave means time off that is paid by the Company and due to illness, an injury or receiving care from a health professional. Sick leave does not include leave under the federal Family and Medical Leave Act.

Covered relatives include the Teammate's spouse or domestic partner, as well as the Teammate's parent, grandparent, great-grandparent, child, foster child, grandchild, great-grandchild, sibling, niece, nephew, aunt, or uncle by blood, marriage, or legal adoption.

The Company will not discharge, threaten to discharge, demote, suspend or otherwise retaliate or discriminate against a Teammate because the Teammate requests or uses sick leave to care for a covered relation in accordance with this policy or for opposing, filing a complaint about or cooperating with an investigation or prosecution of any policy or practice that the Teammate, in good faith, believes violates the law allowing use of sick leave to care for covered relatives. The Company will not consider a Teammate's use of sick leave to care for a covered relative as a factor in the Teammate's performance evaluation. Teammates with questions or concerns regarding this policy or who would like to request a leave of absence under this policy should contact Human Resources.

### **Paid Sick Leave**

The Company provides paid sick leave to eligible Teammates in compliance with New Mexico's Healthy Workplaces Act ("HWA").

**The accrual only applies to eligible Teammates who do not receive sufficient Paid Sick Leave under the Company's main paid sick leave policy. Teammates who receive sufficient time under that policy do not receive additional time under this policy, unless required by law.**

### ***Eligibility***

All Teammates (including full-time, part-time, and temporary Teammates) who work in New Mexico for the Company are eligible to receive paid sick leave from the Company.

### ***Accrual and Carryover of Paid Sick Leave***

Eligible Teammates begin to accrue paid sick leave on their first calendar day of employment with the Company or their date of coverage under the HWA, whichever is later.

Paid sick leave accrues at a rate of one hour for every 30 hours worked. For accrual purposes, exempt Teammates are assumed to work 40 hours per workweek unless the Teammate's normal workweek is less than 40 hours, in which case paid sick leave accrues based upon that normal workweek. Nonexempt Teammates accrue paid sick leave on all hours worked, including

overtime hours, but do not accrue paid sick leave when using paid sick leave or other paid leave benefits such as vacation.

Teammates may carry over up to 64 hours of accrued but unused paid sick leave from one benefit year to the next. The Company does not pay out any unused sick leave at the end of the benefit year in lieu of carryover.

The applicable "benefit year" for purposes of this policy is the calendar year.

### ***Using Paid Sick Leave***

Eligible Teammates may begin to use paid sick leave immediately upon accrual.

Eligible Teammates may use a maximum of 64 hours of paid sick leave per benefit year.

Teammates may use paid sick leave in increments of one hour or more to cover all or part of a workday.

Use of paid sick leave must be recorded. To the extent allowed by applicable law, the Company reserves the right to require the use of paid sick leave for one of the reasons specified below. Teammates are not required to search for or find a replacement worker to cover the period during which they use paid sick leave.

### ***Covered Reasons for Use***

Eligible Teammates may use paid sick leave only during times that they cannot work for the following reasons:

- Because of the Teammate's or the Teammate's family member's mental or physical illness, injury or health condition;
- For the medical diagnosis, care or treatment of the Teammate's or the Teammate's family member's mental or physical illness, injury or health condition;
- For preventive medical care for the Teammate or the Teammate's family member;
- For meetings at the Teammate's child's school or place of care related to the child's health or disability; or
- For absences necessary due to domestic abuse, sexual assault or stalking suffered by the Teammate or a family member of the Teammate, provided that the purpose of the leave is for the Teammate to do any of the following or obtain services or assist a family member with any of the following:
  - Obtain medical or psychological treatment or other counseling;
  - Relocate; or
  - Prepare for or participate in legal proceedings.

For purposes of this policy, a covered “family member” includes the Teammate’s spouse or domestic partner or a person related to the Teammate or their spouse or domestic partner as:

- A child (including a biological, adopted or foster child, a stepchild or legal ward or a child to whom the Teammate or Teammate’s spouse or domestic partner stands in loco parentis);
- A parent (including a biological, foster, step or adoptive parent or legal guardian or a person who stood in loco parentis when the Teammate or their spouse or domestic partner was a minor child);
- A grandparent;
- A grandchild;
- A biological, foster, step or adopted sibling;
- A spouse or domestic partner of a family member; or
- An individual whose close association with the Teammate or the Teammate’s spouse or domestic partner is the equivalent of a family relationship.

### ***Notice Required***

When the need for paid sick leave is foreseeable (meaning that the Teammate is aware of the need to use leave seven or more days in advance), Teammates must provide seven days’ advance oral or written notice of the need for leave. Teammates must also make a reasonable effort to schedule the use of paid sick leave in a manner that does not unduly disrupt Company operations. If the need for paid sick leave is unforeseeable, Teammates must provide notice of the need for leave, either orally or in writing, as soon as practicable.

To provide notice of the need to use paid sick leave, Teammates should contact their Human Resources representative. When possible, the request must include the absence’s expected duration.

In all circumstances, Teammates are responsible for specifying that the time off is for paid sick leave reasons (as opposed to, for example, vacation), so that the absence may be designated as a paid sick leave absence.

### ***Verification of Absence***

For absences of two or more consecutive scheduled workdays, the Company may require Teammates to provide verification that their use of paid sick leave was for an authorized purpose. Teammates must submit any required documentation within 14 days following their return from leave. Depending on the circumstances, verification may include a doctor’s note (for the Teammate’s own or family member’s health condition); police report, court document, or court order of protection (indicating domestic violence, stalking, etc.); and/or other verification as permitted by applicable law.

The Company will keep confidential the medical or other personal information about a Teammate or Teammate's covered family member and treat such information in accordance with applicable laws.

### ***Discipline for Unprotected Use of Paid Sick Leave***

Discipline – up to and including termination – may be taken against a Teammate who uses paid sick leave for a purpose not covered by, or in a manner not consistent with, the HWA. In addition, discipline – up to and including termination – may be taken against a Teammate who violates this policy's requirements concerning requesting, using, recording, verifying, and/or documenting use of paid sick leave.

### ***Effect on Other Rights and Policies***

The Company may provide other forms of leave for Teammates to care for their own or a family member's medical conditions or for issues related to domestic violence under certain federal, state, and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state, or municipal law, provided eligibility requirements for that law are met.

It is the Teammate's responsibility to apply for any applicable benefits for which the Teammate may be eligible as a result of an absence under this policy. A Teammate cannot use paid sick leave to supplement any partial wage replacement benefits received, such as the Short-Term Disability benefits offered by the Company.

### ***Rate of Pay for Paid Sick Leave***

Teammates will be paid for paid sick leave at the same hourly rate and with the same benefits, including health care benefits, that they normally earn during hours worked, and in no case less than the applicable minimum wage.

### ***Separation From Employment and Rehire***

The Company does not pay Teammates for accrued but unused paid sick leave at any time, including upon separation from employment for any reason.

If a Teammate's employment with the Company ends and the Teammate is rehired within 12 months of employment ending, the Teammate's previously accrued but unused paid sick leave will be reinstated and made immediately available for use.

### ***No Discrimination or Retaliation***

So long as the Notice provisions outlined above are followed, the Company will not count a Teammate's use of paid sick leave as an absence or occurrence that may result in discipline under any Company policy.

The Company will not interfere with, restrain or deny a Teammate's rights under the HWA and will not discriminate or retaliate against a Teammate for exercising those rights. The Company will not discriminate or retaliate against a Teammate who reasonably alleges violations of the HWA or raises concerns about violations of the HWA.

## **NEW YORK SUPPLEMENT**

### **Anti-Discrimination and Anti-Harassment Policy**

In addition to the provisions of the main sexual harassment policy, New York law prohibits discrimination and harassment (including sexual harassment) against any Teammates, applicants for employment or interns, as well as contractors, subcontractors, vendors, consultants, or other individuals providing services in the workplace and their Teammates, based on: race (including traits historically associated with race, such as hair texture and protective hair styles), color, religion, sex (including pregnancy, childbirth or related medical conditions and transgender status), gender identity, familial status, national origin or ancestry, citizenship, physical or mental disability (including gender dysphoria) genetic information (including predisposing genetic characteristics), age (18 and over), veteran status, military status, sexual orientation, marital status, familial status, certain arrest or conviction records and domestic violence victim status.

Sexual harassment is a form of gender-based discrimination that is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes unwelcome or unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment;
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment, even if the individual making the report is not the intended target of such conduct.

Under New York law, sexual harassment can also include harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and transgender status. Discrimination based on sex stereotypes, gender expression and perceived identity can all be forms of sexual harassment. The following is a non-exhaustive list of the types of conduct prohibited by this policy:

- Unwanted sexual advances, propositions, and/or pressure for sexual activity (including repeated and unwelcome requests for dates or romantic gestures and gift-giving);
- Offers of employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct: leering, making sexual gestures, displaying of pornographic, sexually suggestive, or sexually discriminatory images, objects, pictures, memes, videos, cartoons, graffiti, backgrounds, posters or websites on computers, emails, cell phones, electronic or physical bulletin boards, etc. (this extends to virtual or remote workspace and can include having such materials visible in the background of one's home during a virtual or video meeting);
- Verbal or written conduct: making or using sexist remarks or derogatory or sexually discriminatory comments, innuendos, epithets, slurs, sexually explicit jokes, whistling, suggestive or insulting sounds, lewd or sexual comments about an individual's appearance, body, dress, sexuality or sexual experience; verbal and/or written abuse of a sexual nature, graphic verbal and/or written sexually degrading or sexually discriminatory commentary about an individual's body or dress, sexually suggestive or obscene letters,

notes, invitations, emails, text messages, internal instant messages, and tweets or other social media postings;

- Physical conduct: unwelcome or inappropriate touching, physical violence, intimidation, assault or impeding or blocking normal movements;
- Sex stereotyping, which includes evaluating someone's conduct or personality traits against other people's ideas or perceptions about how individuals of a particular sex or gender should act or look, and includes, but is not limited to, remarks or comments regarding a Teammate's gender expression or requesting that Teammates take on traditionally gendered roles;
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, gender expression or transgender status, 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, name-calling;
  - Intentional misuse of an individual's preferred pronouns;
  - Creating different expectations for individuals based on their perceived identities, such as dress codes that place more emphasis on women's attire.
- Retaliation for making reports or threatening to report sexual harassment.

Sexual harassment can occur regardless of the sex or gender of the person committing it or the person exposed to it.

Not intending to harass is not a defense. The impact of the harassing behavior on another person is what matters. Whether conduct is considered sexual harassment is viewed from the standpoint of the person who feels harassed, not the person whose conduct is at issue.

Individuals who observe conduct that may violate this policy (bystanders) are encouraged, but are not required, to take reasonable action to intervene. Methods to intervene may include interrupting the conduct, redirecting the situation to appropriate conduct, checking in with the person at whom the conduct was directed, alerting a supervisor to the situation, and making a report under this policy. Physical confrontation, violence or assault is not an appropriate method of intervention. The intervening person must act in accordance with the Company's policies.

Retaliation is prohibited against any person covered by this policy who, in good faith: makes a complaint of sexual harassment, either internally or with a government agency, using the complaint procedures described below; objects to, opposes or speaks out against sexual harassment; participates in a sexual harassment investigation; encourages another person to report harassment; or files, testifies, assists or participates in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, publicly releasing personnel files, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit. Retaliation is unlawful and a form of misconduct that will result in disciplinary action, up to and including termination of employment.

Individuals who believe that they or any other individual have been subjected to retaliation should report this concern using the complaint procedure set forth above.

Sexual harassment is illegal under the New York State Human Rights Law, Title VII of the federal Civil Rights Act of 1964, and some local laws including the New York City Human Rights Law.

Individuals who believe they have been unlawfully harassed or discriminated against may file a complaint with the EEOC, the New York State Division of Human Rights, the New York City Commission on Human Rights, another enforcement agency (if applicable) or in certain courts of law. Agencies accept and investigate charges of sexual harassment. Please note that there may be deadlines applicable to filing complaints with government agencies or seeking redress in a court of law.

The EEOC has district, area and regional offices and may be contacted by visiting [www.eeoc.gov](http://www.eeoc.gov), emailing [info@eeoc.gov](mailto:info@eeoc.gov) or by telephone at 1-800-669-4000 (TTY 1-800-669-6820).

The New York State Division of Human Rights may be contacted by visiting [www.dhr.ny.gov](http://www.dhr.ny.gov), by telephone at 718-741-8400, or by mail to One Fordham Plaza, Fourth Floor, Bronx, New York 10458. The New York State Division of Human Rights also maintains a toll-free hotline that provides counseling and accepts complaints regarding workplace sexual harassment. This hotline can be reached at 1-800-427-2773.

The New York City Commission on Human Rights can be contacted by visiting <https://www1.nyc.gov/site/cchr/index.page> or by telephone at (212) 306-7450. Teammates subjected to unlawful harassment may be entitled to certain remedies, including monetary damages, civil penalties, and injunctive relief (such as an order that certain action be taken or certain behavior stop). Individuals can also contact the town, city or county in which they live or work to find out whether other local agencies may be able to receive complaints. Additional information, including the physical location of agency offices and the rules and requirements for filing complaints, can also be found at the respective agency websites.

The New York City Stop Sexual Harassment Act Fact Sheet can be found here: [https://www1.nyc.gov/assets/doc/downloads/EEO/Stop\\_Sexual\\_Harassment\\_Fact\\_Sheet.pdf](https://www1.nyc.gov/assets/doc/downloads/EEO/Stop_Sexual_Harassment_Fact_Sheet.pdf).

### **Discrimination on the Basis of Gender, Gender Identity or Transgender Status [New York City]**

The Company prohibits discrimination against and/or harassment of applicants, Teammates, and interns on the basis of their actual or perceived gender or actual or perceived status as an individual who is transgender, gender non-conforming or intersex. For purposes of this policy, gender includes gender identity, self-image, appearance, behavior or expression. Harassment includes, but is not limited to, violence, threats of violence and similar conduct.

The Company evaluates all requests for reasonable accommodation (including requests for medical leaves or schedule changes), changes to the terms and conditions of employment, program participation or use of a public accommodation in a non-discriminatory manner. This includes, but is not limited to, treating leave requests for medical or health care needs related to an individual's gender identity in the same manner as requests related to other medical conditions.

Teammates 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-gender programs and facilities).

### ***Preferred Names, Titles and Pronouns***

The Company allows Teammates to self-identify their names and genders and will use an individual's preferred name, gendered title (e.g., Mr./ Ms.) and pronoun (e.g., he/him/his; she/her/hers; they/them/theirs; or ze/hir). Requests to be addressed by a certain name and/or pronoun do not require supporting documentation.

If a Teammate is unsure what name, title or pronoun another individual prefers, that Teammate can ask the person how the person would like to be addressed.

### ***Facilities Designated as Single-Gender***

All Teammates have the right to use single-gender facilities, such as restrooms, consistent with their gender. To the extent possible, the Company will provide single-occupancy restrooms and/or private space within 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.

### ***Dress Code***

The Company's dress code and grooming standards are gender neutral, meaning they do not differentiate or impose restrictions or requirements based on gender or sex.

### ***Reporting and Anti-Retaliation***

Teammates with questions or concerns regarding their safety, gender discrimination and/or a request for a reasonable accommodation or who feel they have been subjected to discrimination or improperly denied an accommodation, should contact their Human Resources representative. The Company prohibits and does not tolerate retaliation against Teammates who report issues or concerns of gender discrimination pursuant to this policy in good faith.

### ***Pregnancy Accommodation [Teammates in New York City, New York]***

Teammates and applicants for employment in New York City may request a reasonable accommodation for pregnancy, childbirth and related medical conditions (including lactation). The Company will provide a requested reasonable accommodation that would enable the Teammate or applicant to perform the essential functions of her job unless the accommodation would impose an undue hardship on the Company's business operations.

Teammates may be required to provide medical or other information that is necessary for the Company's consideration of a reasonable accommodation. Such medical information will be kept confidential.

Teammates or applicants for employment who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their Human Resources representative. Teammates who need reasonable break time to express breast milk for their child should consult the Company's Lactation Accommodation policy and can discuss those arrangements with their supervisor, a Human Resources representative. Human Resources will communicate with the Teammate and engage in good faith in a cooperative dialogue (written and/or oral) concerning the Teammate's accommodation needs. At the conclusion of this dialogue, the Company will provide a Teammate who requested an accommodation and

participated in the dialogue with a final written determination identifying any accommodation granted or denied. The Company will not retaliate against or tolerate retaliation against Teammates who request an accommodation in accordance with this policy.

### **Requests for Schedule Changes [New York City]**

All Teammates (whether full-time, part-time or temporary) who work 80 or more hours per calendar year in New York City and who have worked for the Company for at least 120 days are eligible for two temporary schedule changes per year for certain personal events.

#### ***Temporary Schedule Changes for Qualifying Personal Events***

Upon request, the Company will grant two temporary schedule changes per year for up to one (i) business day per request, or, with Company approval, two business days for one request. The Company may, in its discretion, grant one temporary schedule change that impacts two business days, in which case the Teammate will not be entitled to a second temporary schedule change in the same calendar year. The Company's calendar year is January 1 – December 31.

For purposes of this policy, a temporary schedule change is a limited alteration to a Teammate's usual schedule, including hours, times or work location. Alterations may include but are not limited to: (i) using available paid time off; (ii) working remotely; (iii) swapping or shifting work hours; or (iv) using short term unpaid leave.

The Company may require Teammates to take unpaid leave in lieu of the Teammate's requested temporary schedule change and the unpaid leave will be counted as one of the Teammate's allotted schedule changes. Leave granted as a temporary schedule change will generally be unpaid for nonexempt Teammates. However, Teammates are allowed, but not required, to use any available, accrued paid leave.

Teammates can request temporary schedule changes for the following personal events:

- To care for a minor child for whom the Teammate provides direct and ongoing care;
- To care for a disabled individual (a "care recipient") who is the Teammate's family member or resides in the Teammate's household and for whom the Teammate provides direct and ongoing care to meet the needs of daily living;
- To attend a legal proceeding or hearing for subsistence benefits to which the Teammate, a family member or care recipient is a party; or
- For reasons specified in the Company's Paid Safe and Sick Time (New York City) policy.

Eligible family members include a Teammate's current or former spouse or registered domestic partner; parent; child (including biological, adopted, step or foster child, a legal ward or a child of a Teammate standing in *loco parentis*); sibling (including a biological, half, adopted or step-sibling); parent or child of a Teammate's spouse or registered domestic partner; grandchild; grandparent; an individual related to the Teammate by blood; and an individual whose close association with the Teammate is the equivalent of a family relationship.

### ***Requesting Temporary Scheduling Changes***

Teammates who wish to request temporary schedule changes under this policy must notify their supervisor as soon as they are aware of the need for a temporary schedule change. This initial notification can be made orally but must indicate that the requested change is due to a personal event and must describe the requested temporary schedule change, unless the Teammate is only seeking leave without pay. The Company will respond to this initial request for a temporary schedule change as soon as possible.

If a Teammate's initial request was not in writing, the Teammate must, as soon as practicable and no later than the second business day after returning to work following the conclusion of the temporary schedule change, also submit the schedule change request in writing to their supervisor indicating the date for which the change was requested and that it was due to the Teammate's personal event.

### ***Other Schedule Change Requests***

Teammates are also allowed to request schedule changes (i.e., changes to the times, days and/or locations they are expected to work) in addition to those temporary schedule changes described above. The Company will, in its discretion, grant or deny the request. Teammates who wish to make additional schedule change requests should follow the procedure described above.

### ***Effect on Other Rights and Policies***

The Company may provide other types of accommodation and other forms of leave under certain federal, state, and municipal laws. In certain situations, time off allowed under this policy may run at the same time as leave available under another policy or under another federal, state, or municipal law, provided eligibility requirements are met. However, unpaid leave provided as one or both of the two temporary schedule changes described in this policy is in addition to and will not run concurrently with leave provided under the Company's New York City Paid Sick and Safe Time policy. Teammates are not required to exhaust their New York City Paid Sick and Safe Time before requesting a temporary schedule change in accordance with this policy.

The Company is committed to complying with all applicable laws. Teammates should contact Human Resources for information about other federal, state and municipal leave rights or workplace accommodations.

### ***Retaliation***

The Company prohibits retaliation against a Teammate for requesting a schedule change, filing a complaint, communicating with others about the law, participating in an investigation or proceeding regarding an alleged violation of the law, mistakenly invoking rights under the law or otherwise exercising their rights under the law, even if the Teammate does not specifically reference the Temporary Schedule Change Law and even if the Teammate is not entitled to a schedule change.

### ***Meal Breaks***

Teammates other than those working in, or in connection with, the Company's factories working at least a six-hour workday, which extends over the noon meal period (11 a.m. to 2 p.m.), are entitled to a 30-minute meal break to be taken between 11 a.m. and 2 p.m. Teammates who start

their workday before 11 a.m. and continue after 7 p.m. are entitled to a 30-minute noon meal break and an additional 20-minute break between 5 p.m. and 7 p.m.

Teammates who work more than six hours in their workday starting between the hours of 1 p.m. and 6 a.m. are entitled to a meal break of at least 45 minutes in the middle of their workday.

An uninterrupted meal break lasting 30 minutes or more will be unpaid for nonexempt Teammates.

Teammates may not take a shorter meal break or skip a meal break to leave early.

All nonexempt Teammates must record their meal breaks.

### **Lactation Accommodation**

The Company will provide a reasonable amount of break time to accommodate a Teammate desiring to express milk for the Teammate's child for up to three years following the birth of a child.

Nursing parents can elect to take time to express milk during their regularly scheduled meal and rest breaks. If the Teammate chooses a time to express milk that does not run concurrently with scheduled break time, the lactation break time will be unpaid for nonexempt Teammates. Where additional lactation breaks are required, or the break schedule needs to be modified from time to time, Teammates should work with their supervisor regarding scheduling. A nonexempt Teammate may elect to work before or after their normal shift to make up the amount of time used during unpaid break time for expression of milk, so long as the additional time requested falls within the Company's normal work hours.

Teammates are required to provide reasonable, advance notice to the Company that they intend to take breaks for expressing milk upon returning to work following the birth of the child.

### ***Lactation Room***

Teammates have the right to request a lactation room for purposes of expressing milk. The lactation room will be a well-lit, sanitary place, other than a restroom or toilet stall, that is shielded from view, free from intrusion, in reasonable proximity to the Teammate's work area. The lactation room will include an electrical outlet, a chair, a working surface area on which to place a breast pump and other personal items, nearby access to running water, and access to refrigeration for the purposes of storing the expressed milk (if the workplace has access to refrigeration). Please note that the Company is not responsible for ensuring the safekeeping of expressed milk stored in any refrigerator on its premises. The Teammate is required to store all expressed milk in closed containers, regardless of the method of storage, and should remove such milk at the end of the workday.

To request use of a lactation room, Teammates should complete a Lactation Room Request Form and submit the form to Human Resources. The Company will respond to the Teammate's request within a reasonable amount of time, not to exceed five (5) business days. Teammates should contact Human Resources with any follow-up inquiries.

A room identified for use as a lactation room may also be used for other purposes. However, Teammates' need of a room for lactation breaks will be prioritized, and during times when a

Teammate is using the room as a lactation room, that will be its sole function. When two or more Teammates need to use the room for lactation purposes or in connection with other accommodations, they should contact and work together with Human Resources to schedule room usage cooperatively and in a way that accommodates all affected Teammates.

If providing the requested lactation room will place an undue hardship on the Company's operations, the Company will engage in reasonable efforts to provide a room or location, other than a restroom or toilet stall, that is in close proximity to the work area where a Teammate can express milk in private and will in good faith engage in a cooperative dialogue with the Teammate concerning the Teammate's accommodation needs].

The Company will not demote, terminate, or otherwise take adverse action, or discriminate or retaliate, against a Teammate who requests or makes use of the accommodations and break time described in this policy.

### **Time Off to Vote**

The Company encourages all Teammates to fulfill their civic responsibilities and to vote in public elections. The Company provides Teammates who are registered voters with up to two hours of paid time off to vote if they do not have sufficient time outside of their scheduled working hours in which to vote. Additional time off will be without pay, except that exempt Teammates may receive pay, as required by applicable law. Four consecutive hours between the opening of the polls and the start of the Teammate's work shift or between the end of the Teammate's work shift and the closing of the polls will be considered sufficient time outside of work to vote.

Time off to vote will be provided only at the beginning or end of the Teammate's shift, unless the Company and the Teammate mutually agree to different timing. Teammates intending to take leave to vote must inform their supervisor at least two, but not more than 10, working days prior to Election Day. The Teammate's supervisor will designate when the leave should be taken (e.g., at the beginning or end of the shift).

Proof of having voted may be required.

### **Blood Donation Leave**

Teammates who work an average of 20 or more hours per week will be granted an unpaid leave of absence if they seek to donate blood. Eligible Teammates will be granted up to three hours of leave per calendar year to donate blood off-site or will be provided with an opportunity to donate blood on-site during work hours (such as through a blood drive) at a convenient time and place. Time spent donating blood on-site will be paid. Time spent donating blood off-site will be unpaid for nonexempt Teammates.

Except in emergencies, Teammates who seek leave under this policy must give reasonable notice to their supervisor of at least three working days prior to taking leave for blood donation off-premises and two working days for on-site and other alternative blood donation drives. Teammates must also provide documentation to their supervisor immediately after such leave is taken.

The Company will not retaliate or tolerate retaliation against a Teammate for requesting or taking blood donation leave.

## **New York Paid Family Leave Benefits**

In accordance with the New York Paid Family Leave Benefits Law (“PFLBL”), eligible Teammates are entitled to a leave of absence to care for a family member with a serious health condition, bond with a new child, or assist with obligations that arise when a spouse, domestic partner, child, or parent is called into active military service. Teammates are also eligible to receive partial wage replacement benefits during the leave through a state-mandated Paid Family Leave Benefits program.

### ***Teammate Eligibility***

New York Teammates who work 20 hours or more per week for 26 weeks are eligible for Paid Family Leave (PFL) under the PFLBL. Teammates who work fewer than 20 hours per week are eligible for PFL after completing 175 days of employment.

### ***Length of Paid Family Leave***

Teammates will be eligible for up to a maximum of 12 weeks of PFL in a consecutive 52-week period. Teammates are limited to the maximum amount of PFL in a consecutive 52-week period, even if they begin employment with a different covered employer during that 52-week period.

### ***Qualifying Reasons for Leave***

PFL may be taken for the following reasons:

- To provide physical or psychological care (including, for example, emotional support, visitation, assistance in treatment, transportation, arranging for a change in care, assistance with essential daily living matters and personal attendant services) for a family member because of the family member’s serious health condition;
- To bond with the Teammate’s child during the first 12 months after the child’s birth, or during the first 12 months after placement of the child for adoption or foster care; or
- For a “qualifying exigency,” as defined under the federal Family and Medical Leave Act (“FMLA”), arising from the active-duty military service (or notification of an impending call to active duty) of a Teammate’s spouse, domestic partner, child or parent.

For purposes of this policy, a “family member” includes a child, parent, grandparent, grandchild, sibling, spouse or domestic partner. A “child” includes a biological, adopted or foster child, stepchild, the child of a domestic partner, a legal ward or someone to whom the eligible Teammate stands *in loco parentis*, meaning in the place of a parent. A “parent” includes a biological parent, foster parent, adoptive parent, stepparent, parent-in-law, parent of a domestic partner, legal guardian of the Teammate or an individual who stood *in loco parentis* to the Teammate when the Teammate was a child. A “sibling” includes a biological or adopted sibling, a half-sibling or a stepsibling.

PFL may not be taken for the Teammate’s own disability or health condition. Teammates taking PFL to provide care to a family member with a serious health condition must be present at the same location as the family member or engaged in reasonable travel related to providing care during the majority of the employment period for which the Teammate takes leave.

The Company is not required to provide PFL to two Teammates at the same time to care for the same family member. If time off is provided to both Teammates, the PFL taken by each Teammate will be counted towards that Teammate's PFL entitlement.

### ***Intermittent Leave***

Teammates can take PFL on an intermittent basis. Teammates seeking intermittent leave must notify the Company and the insurance carrier of the schedule for intermittent leave.

Teammates taking PFL in weekly increments will be eligible for the maximum number of weeks of leave in any 52 consecutive week period. Teammates can take PFL in daily increments. The number of days of PFL available will be based on the average number of days the Teammate works per week. For example, a Teammate who works an average of three days per week will receive the equivalent of three days per week for twelve weeks, up to a maximum of 36 days.

### ***Wage Replacement Benefits***

A Teammate cannot receive both New York state disability benefits and PFL benefits for the same period of time. An eligible Teammate may opt to receive both disability and PFL benefits during a post-partum/baby bonding period but may not receive both benefits at the same time. In addition, a Teammate who is eligible for both disability and PFL benefits during the same 52-week period cannot receive more than 26 total weeks of disability and PFL benefits combined during that time period.

### ***Payroll Deductions***

PFL benefits are funded by Teammate contributions made through payroll deductions. The amount of a Teammate's contribution depends on the Teammate's average weekly wage. The maximum deduction amount will be adjusted periodically by the State of New York. The amount of any deduction taken will be reflected on a Teammate's paystub.

Teammates who are not eligible for PFL benefits because they are not scheduled to meet the eligibility criteria regarding weeks or days worked can sign a waiver of benefits that relieves them from making the PFL benefits contribution. Ineligible Teammates who wish to complete such a waiver should contact Human Resources. If, after signing the waiver, a Teammate's schedule changes such that the Teammate is scheduled to meet the eligibility requirements, the waiver will be deemed revoked within eight weeks of the schedule change. Once the waiver is revoked, the Teammate will be required to make PFL contributions, including a retroactive amount that covers contributions since the time of hire.

### ***Requesting Leave***

Teammates seeking PFL must provide at least 30 days advance notice to the Company when the need for leave is foreseeable. If the need for leave is unforeseeable, Teammates must provide notice as soon as practicable. The notice should include the timing and duration of the leave and identify the type of family leave needed. Failure to provide timely notice may result in a partial denial or delay in a Teammate's receipt of PFL. Teammates must advise the Company as soon as practicable if the dates of a scheduled leave change or are extended.

Teammates seeking PFL benefits will also be required to submit a Request for Paid Family Leave Form and required certifications. Teammates must submit proof of the need for PFL within 30

days of the commencement of leave. The Company will complete its portion of the Request for Paid Family Leave Form and return it to the Teammate within three business days.

If the dates for PFL, including any intermittent use of PFL, are not specified on the Request for Paid Family Leave, payment of benefits may be withheld until the information is provided. A Teammate must request payment for a previously unspecified day of PFL within thirty days of the leave.

Teammates are also required to provide additional documentation supporting the need for leave. Required documentation may include, for example, a birth certificate or adoption paperwork for bonding leave or a medical certification from a healthcare provider for leave to care for a family member's serious health condition.

### ***Benefits***

The Company will continue making contributions to Teammate group health benefits during the leave on the same terms as if the Teammate had continued to actively work. This means that if Teammates want their benefits coverage to continue during the PFL, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Failure to make timely payments may result in termination of health insurance coverage.

### ***Effect on Other Rights and Paid Leave***

When leave qualifies as protected family leave under both the PFLBL and the FMLA, leave entitlements under both laws will run concurrently. Teammates will not receive more than the maximum family leave available under either the PFLBL or the FMLA, as applicable.

Where time off qualifies as both PFL and FMLA leave, Teammates are required to use available vacation, paid sick time and other available paid time off in accordance with the provisions of the FMLA and the Company's FMLA policy. When PFL does not qualify as FMLA leave, Teammates can choose, but are not required, to use available vacation, paid sick leave or other paid time off to receive full salary or wages during some or all of the PFL.

### ***Return from Leave***

Under most circumstances, Teammates who return to work as scheduled at the end of PFL will be reinstated to the same position they held at the time of the leave or to a comparable position with comparable benefits, pay and other terms and conditions of employment. Teammates are not entitled under the PFLBL to accrue employment benefits or obtain seniority during any period of PFL, nor are they entitled to any right, benefit or position to which they would have been entitled absent the PFL.

### ***Fraudulent Use of PFL Prohibited***

Teammates who fraudulently obtain PFL from the Company are not protected by the PFL's job restoration or maintenance of health benefits provisions and may be subject to disciplinary action, up to and including termination of employment.

## ***Protected Rights***

The Company takes its PFL obligations very seriously and will not interfere, restrain or deny the exercise of any right protected under the PFLBL. The Company will not terminate or otherwise discriminate against any individual because that person uses or attempts to use PFL. If a Teammate believes that their PFLBL rights have been violated in any way, they should immediately report the matter to Human Resources.

Teammates may also contact Human Resources with questions.

## ***Paid Sick and Safe Leave (New York)***

The Company provides eligible Teammates with paid sick and safe leave in accordance with the requirements of New York's Sick and Safe Leave Law ("NYSSL").

**The accrual only applies to eligible Teammates who do not receive sufficient Paid Sick Leave under the Company's main paid sick leave policy. Teammates who receive sufficient time under that policy do not receive additional time under this policy, unless required by law.**

### *Eligibility*

All Teammates (whether full-time, part-time, or temporary) who work more than 80 hours per calendar year in New York City are eligible to accrue paid sick and safe time. The Company's calendar year starts on January 1 of each year.

### *Accrual of Sick and Safe Time*

Eligible Teammates accrue paid sick and safe time on the Teammate's date of hire.

Sick and safe time is accrued at a rate of one hour for every 30 hours worked in New York City, up to a maximum accrual of 56 hours in a single calendar year. Time off for sick, vacation or other paid time off is not included in actual hours worked. Salaried exempt Teammates will be assumed to work 40 hours in a week unless the Teammate's regular work week is less than forty 40 hours, in which case sick and safe time accrues based upon that regular workweek.

Paid sick and safe time may be used in an initial increment of four (4) hours and then in half-hour increments thereafter.

Eligible Teammates may use up to a maximum of 56 hours of ESSTA-covered time in any calendar year (January 1 – December 31). All ESSTA time used for the purposes outlined below must be coded as such in the Company's timekeeping system for recordkeeping purposes.

Once you have used 56 hours of ESSTA-covered time in any given calendar year, any additional sick time that you use during that same calendar year will not be covered by this policy or the ESSTA.

### *Reasons Sick and Safe Time May be Used*

Eligible Teammates may use paid sick and safe time for the following reasons:

- For an eligible Teammate'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 (e.g., screenings, checkups, patient counseling to prevent health problems);
- To care for an eligible 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; or
- If the Teammate's workplace is closed by order of a public official due to a public health emergency, or the Teammate needs 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. Such emergency must be declared by the New York City Mayor's office or the New York City Commissioner of Health.
- If the Teammate or an eligible family member is the victim of a family offense matter, sexual offense, stalking or human trafficking and time off is needed to:
  - Obtain services from a domestic violence shelter, rape crisis center or other shelter or services program;
  - Participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the Teammate or family member;
  - 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 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;
  - File a complaint or domestic incident report with law enforcement;
  - Meet with a district attorney's office;
  - Enroll children in a new school; or
  - Take other actions necessary to maintain, improve, or restore the physical, psychological, or economic health or safety of the Teammate or family member or to protect those who associate or work with the Teammate.

A “family offense matter” is actual or threatened disorderly conduct, harassment, aggravated harassment, sexual misconduct, forcible touching, sexual abuse, stalking, criminal mischief, menacing, reckless endangerment, strangulation, criminal obstruction of breathing or blood circulation, assault, identity theft, coercion or grand larceny, between spouses, former spouses, a parent and child or between members of the same family or household.

Eligible family members include a Teammate's spouse or registered domestic partner; parent, parent-in-law or parent of a domestic partner; child or child of a domestic partner, including a biological, adopted or foster child, a stepchild, a legal ward or a child of a Teammate standing in *loco parentis*; sibling, including a half-sibling, step-sibling and sibling related through adoption; grandchild; grandparent; an individual related to the Teammate by blood and an individual whose close association with the Teammate is the equivalent of a family relationship .

Paid sick and safe time may not be used as additional vacations days. Additionally, paid sick and safe time may not be used to extend employment or to delay a termination date. A Teammate who uses sick and safe time for purposes other than those permitted by this policy will be subject to disciplinary action, up to and including termination from employment.

### *Requesting Sick and Safe Time/Documentation*

Teammates must provide seven days' advanced written notice if the need for sick and safe time is foreseeable (i.e., expected or planned leave). When the need for sick and safe time is unforeseeable, the Company does not require advance written notice, but Teammates may be required to document their request for sick time and/or provide written confirmation that they used sick time for purposes permitted under this policy. To provide notice of the need to use sick and safe time, Teammates should contact their Human Resources representative.

If sick and safe time is for more than three consecutive work days, the Company may request that Teammates provide supporting documentation establishing the need for and duration of sick and safe time. Work days are the days or parts of days Teammates would have worked had they not used sick and safe time.

The documentation should not disclose the nature of a Teammate's illness, injury or health condition or specify the details of a family offense matter, sexual offense, stalking or human trafficking. If requested, such documentation must be provided within seven (7) days of returning to work. Teammates are responsible for the cost of such documentation not otherwise covered by the Teammate's insurance or any other benefit plan.

Failure to provide required medical documentation may result in violation of the attendance policy and discipline, up to and including termination of employment.

Teammates are not required to search for or find a replacement worker to cover the hours during which such Teammate is utilizing sick and safe leave

If sick and safe time is for fewer than three consecutive days, the Company may request that Teammates provide written confirmation that they used the time for a permissible purpose.

### *Rate of Pay and Overtime*

Sick and safe time is paid based on the Teammate's straight time pay rate in effect at the time the sick and safe time is taken. Sick and safe time is not considered time worked for the purpose of calculating overtime for the week in which the sick and safe time was taken. Teammates will not receive overtime pay for sick and safe leave.

Teammates who have accrued time remaining at the end of the year may carry over up to 56 hours of the accrued and unused time to the next calendar year. However, Teammates may not use more than 56 hours of sick and safe time in a calendar year.

The Company does not offer pay in lieu of actual sick and safe time.

### *Confidentiality*

In accordance with the ESSTA, the Company will keep confidential the health information of the Teammate or Teammate's family member, as well as information related to the Teammate's or family member's status or perceived status as a victim of family offenses, sexual offenses, stalking or human trafficking. When such information is provided solely for the purposes of using paid sick and safe time, it will not be disclosed except by the affected Teammate, with the written permission of the affected Teammate or as required by law. The Company reserves the right to consider this information in connection with a request for sick and safe time or in connection with

a request for a reasonable accommodation for a victim of domestic violence, stalking or a sex offense.

#### *Effect on Other Rights and Policies*

Benefits and leave rights herein will run concurrently with benefits or leave rights under any other applicable law or policy, where permissible and applicable. The Company may provide other forms of leave for Teammates to care for medical conditions or issues related to domestic violence, stalking or sex offenses under certain federal, state and municipal laws. In certain situations leave under this policy may run at the same time as leave available under another federal or state law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Teammates should contact Human Resources for information about other federal, state and municipal medical, victim or family leave rights.

#### *Separation from Employment*

Compensation for accrued and unused paid sick and safe time is not provided upon separation from employment for any reason, unless otherwise provided under the Company's sick time policy as stated in the main Handbook. Unless it was paid out upon separation, if a Teammate is rehired by the Company within six months of separation from employment, previously accrued but unused sick and safe time will be immediately reinstated.

#### *Retaliation*

Teammates have the right to request and use sick and safe time. The Company will not retaliate, or tolerate retaliation, against any Teammate who seeks or obtains sick and safe time under this policy or who makes a good faith complaint about a possible ESSTA violation or who communicates with any person about such a violation. In addition, the Company will not retaliate against any Teammate who informs another person about the rights under the ESSTA.

#### **Paid Sick and Safe Time (All New York State Teammates)**

The Company provides eligible Teammates with paid sick and safe time in accordance with the requirements of the New York State Paid Sick Leave Law ("PSLL").

The guidelines in this policy do not supersede applicable federal, state, or local laws regarding leaves of absence, including but not limited to leave taken under the Family and Medical Leave Act (FMLA), leave taken as a reasonable accommodation under the Americans with Disabilities Act (ADA), or any other applicable federal, state, or local law, including those prohibiting discrimination and harassment. Where applicable, leave under this policy will run concurrently with all other applicable leaves.

**The accrual only applies to eligible Teammates who do not receive sufficient Paid Sick Leave under the Company's main paid sick leave policy. Teammates who receive sufficient time under that policy do not receive additional time under this policy, unless required by law.**

#### *Eligibility*

A New York Eligible Teammate is defined as all full-time, part-time and temporary Teammates working within New York State. The Company's calendar year starts on January 1 of each year.

### *Accrual of Sick and Safe Time*

Eligible Teammates accrue paid sick and safe time on the Teammate's date of hire.

Sick and safe time is accrued at a rate of one hour for every 30 hours worked in New York City, up to a maximum accrual of 56 hours in a single calendar year. Time off for sick, vacation or other paid time off is not included in actual hours worked. Salaried exempt Teammates will be assumed to work 40 hours in a week unless the Teammate's regular work week is less than forty 40 hours, in which case sick and safe time accrues based upon that regular workweek.

Paid sick and safe time may be used in an initial increment of four (4) hours and then in half-hour increments thereafter.

Eligible Teammates may use up to a maximum of 56 hours of PSLL-covered time in any calendar year (January 1 – December 31). All PSLL time used for the purposes outlined below must be coded as such in the Company's timekeeping system for recordkeeping purposes.

Once you have used 56 hours of PSLL-covered time in any given calendar year, any additional sick time that you use during that same calendar year will not be covered by this policy or the PSLL.

### *Reasons Sick and Safe Time May be Used*

Eligible Teammates may use paid sick and safe time for the following reasons:

- Mental or physical illness, injury or health condition of a Teammate or eligible family member;
- Medical diagnosis, care (including preventive care) or treatment of a mental or physical illness, injury or health condition of a Teammate or eligible family member;
- Safe Time: when the Teammate or eligible family member is the victim of a family offense matter, sexual offense, stalking, or human trafficking, in order to:
- Obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program;
- Participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the Teammate or Teammate's family members;
- Meet with an 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 any criminal or civil proceeding;
- File a complaint or domestic incident report with law enforcement;
- Meet with a district attorney's office;
- Enroll children in a new school; or
- Take other actions necessary to ensure the health or safety of the Teammate or the Teammate's family member or to protect those who associate or work with the Teammate.

"Eligible family members" include:

- Child: Regardless of age, a biological, adopted or foster child; a legal ward; a child of a Teammate standing in loco parentis, and Child of a spouse or domestic partner;
- Spouse or Domestic Partner;

- Parent: A biological, foster, step, or adoptive parent; a legal guardian of a Teammate; a person who stood in loco parentis when the Teammate was a minor child; and Parent of a spouse or domestic partner;
- Sibling: A Teammate's brother or sister, including half-siblings, step-siblings and siblings related through adoption.
- Grandchild or Grandparent: a Child of a Teammate's Child or Parent of a Teammate's Parent.

Paid sick and safe time may not be used as additional vacation days. Additionally, paid sick and safe time may not be used to extend employment or to delay a termination date. A Teammate who uses sick and safe time for purposes other than those permitted by this policy will be subject to disciplinary action, up to and including termination from employment.

#### *Requesting Sick and Safe Time/Documentation*

To the extent practicable, Teammates should provide seven days' advanced written notice if the need for sick and safe time is foreseeable (i.e., expected or planned leave). When the need for sick and safe time is unforeseeable, Teammates should provide notice as soon as practicable in advance of their scheduled shift. To provide notice of the need to use sick and safe time, Teammates should contact their Human Resources representative.

If sick and safe time is used for more than three consecutive workdays, the Company may request that Teammates provide supporting documentation establishing the need for and duration of time off needed. The documentation should not disclose the nature of a Teammate's illness, injury or health condition or specify the details of a family offense matter, sexual offense, stalking or human trafficking.

Failure to provide required medical documentation may result in violation of the attendance policy and discipline, up to and including termination of employment.

Teammates are not required to search for or find a replacement worker to cover the hours during which such Teammate is utilizing sick and safe leave

If sick and safe time is for fewer than three consecutive days, the Company may request that Teammates provide written confirmation that they used the time for a permissible and covered purpose.

#### *Rate of Pay and Overtime*

Sick and safe time is paid based on the Teammate's straight time pay rate in effect at the time the sick and safe time is taken. Sick and safe time is not considered time worked for the purpose of calculating overtime for the week in which the sick and safe time was taken. Teammates will not receive overtime pay based on sick and safe leave time.

Teammates who have accrued time remaining at the end of the year may carry over their accrued and unused time to the next calendar year. However, Teammates may not use more than 56 hours of sick and safe time in a calendar year.

The Company does not offer pay in lieu of actual sick and safe time.

#### *Confidentiality*

In accordance with the PSLL, the Company will keep confidential the health information of the Teammate or Teammate's family member, as well as information related to the Teammate's or family member's status or perceived status as a victim of family offenses, sexual offenses, stalking or human trafficking. When such information is provided solely for the purposes of using paid sick and safe time, it will not be disclosed except by the affected Teammate, with the written permission of the affected Teammate or as required by law. The Company reserves the right to consider this information in connection with a request for sick and safe time or in connection with a request for a reasonable accommodation for a victim of domestic violence, stalking or a sex offense.

#### *Effect on Other Rights and Policies*

Benefits and leave rights herein will run concurrently with benefits or leave rights under any other applicable law or policy, where permissible and applicable. The Company may provide other forms of leave for Teammates to care for medical conditions or issues related to domestic violence, stalking or sex offenses under certain federal, state and municipal laws. In certain situations leave under this policy may run at the same time as leave available under another federal or state law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Teammates should contact Human Resources for information about other federal, state and municipal medical, victim or family leave rights.

#### *Separation from Employment*

Compensation for accrued and unused paid sick and safe time is not provided upon separation from employment for any reason, unless otherwise provided under the Company's sick time policy as stated in the main Handbook. Unless it was paid out upon separation, if a Teammate is rehired by the Company within six months of separation from employment, previously accrued but unused sick and safe time will be immediately reinstated.

#### *Retaliation*

Teammates have the right to request and use sick and safe time. The Company will not retaliate, or tolerate retaliation, against any Teammate who seeks or obtains sick and safe time under this policy or who makes a good faith complaint about a possible PSLL violation or who communicates with any person about such a violation. In addition, the Company will not retaliate against any Teammate who informs another person about the rights under the PSLL.

#### **Temporary Disability Benefits**

New York Teammates who are temporarily disabled by a non-work-related injury or illness (including disability due to pregnancy), may be eligible to receive disability benefits. Generally, full-time Teammates must be employed for four or more consecutive weeks with the Company to be eligible for disability benefits. Part-time Teammates are generally eligible for disability benefits beginning on their twenty-fifth day of employment.

Disability benefits are not paid during the first seven consecutive days of any period of disability. Benefits begin on the eighth consecutive day of a disability and may continue being paid for up to a maximum of 26 weeks during any one period of disability or a 52-week period. Eligible Teammates will receive a weekly benefit amount equal to 50 percent of their average weekly wage for the 8 weeks immediately prior to their disability, up to a maximum weekly benefit amount.

Teammates will generally not be eligible to receive disability benefits if they are receiving workers' compensation, permanent disability, or unemployment. Likewise, Teammates are ineligible for disability benefits if they perform any type of work for which they receive wages or profit, even if that work is performed at home. Teammates cannot collect both disability benefits and New York Paid Family Leave (PFL) benefits concurrently. A Teammate who is eligible for both PFL benefits and disability benefits in the same 52-week period may not receive more than 26 total weeks of combined PFL and disability benefits during that period. Teammates may use any accrued but unused vacation or sick leave prior to receiving disability benefits. Teammates may also choose to use accrued but unused vacation or sick leave to supplement disability benefits received; if the Teammate chooses to do so, the Company will integrate all paid benefits so that the Teammate will not be paid more than their regular compensation at any time.

The disability benefits described in this policy are a partial wage replacement benefit, not a protected leave of absence. Teammates are required to obtain approval for a leave of absence by contacting their Human Resources representative and to comply with applicable eligibility, notice, and certification requirements when required by Company policy or applicable law. When applicable, disability benefits will run concurrently with leave time available under the federal Family and Medical Leave Act and any other applicable law.

When filing a claim for disability benefits, Teammates will be required to submit a Notice and Proof of Claim for Disability Benefits and required certifications to the Company within 30 days of becoming disabled.

Disability benefits are funded by Teammate contributions made through payroll deductions. The amount of a Teammate's contribution depends on the Teammate's average weekly wage. The maximum deduction amount will be adjusted periodically by the State of New York. The amount of any deduction taken will be reflected on a Teammate's paystub.

The Company takes its disability benefits obligations very seriously and will not interfere, restrain, or deny the exercise of any right protected under the New York disability benefits law. If a Teammate believes that their New York disability benefits rights have been violated in any way, they should immediately report the matter to Human Resources.

Teammates may also contact the Human Resources department with questions.

### **Airborne Infectious Disease Exposure Prevention Plan**

New York employers are legally required to include an Airborne Infectious Disease Exposure Prevention Plan in their handbooks and can do so by completing and adding the NY DOL's [Model Airborne Infectious Disease Exposure Prevention Plan](#) as an addendum. There are industry-specific model plans available for the following industries: [Agriculture](#); [Construction](#); [Delivery Services](#); [Domestic Workers](#); [Emergency Response](#); [Food Services](#); [Manufacturing and Industry](#); [Personal Services](#); [Private Education](#); [Private Transportation](#); and [Retail](#).

**Background:** In May 2021, New York enacted the Health and Essential Rights Act ("HERO Act"), which sets minimum safety standards applicable to the private sector. The Act required the New York State Commissioner of Labor, in consultation with the New York State Department of Health, to create and publish a model airborne infectious disease exposure prevention standard for all work sites, differentiated by industry, and to establish minimum requirements for preventing exposure to airborne infectious diseases in the

workplace. Employers may either adopt the Commissioner's model airborne infectious disease exposure prevention plan or create their own safety plan that meets or exceeds the minimum standards established by the Commissioner. If an employer chooses to establish its own airborne infectious disease exposure prevention standards, it must do so in consultation with collective bargaining representatives, or in a non-unionized workforce, with Teammate participation, and the plan must be customized to incorporate industry-specific hazards and worksite considerations. Employers are required to distribute the plan to Teammates in both English and in a Teammate's primary language, if other than English, upon hire and upon reopening after business closure due to an airborne infectious period. Employers must also post the plan at the worksite and incorporate the plan into a Handbook if the employer maintains a handbook. Moreover, employers must make the plan available for review upon request by a Teammate, independent contractor, Teammate representative, collective bargaining representative, and to labor and public health officials. Importantly, the plan must be distributed as described, but not put into effect unless and until an airborne infectious disease is designated by the New York State Commissioner of Health as a highly contagious communicable disease that presents a serious risk of harm to the public health.

#### **Notice to New York Teammates of Electronic Monitoring**

The Company monitors, in its sole discretion, Teammates' use of its electronic resources. Any and all telephone conversations or transmissions, email or transmissions, or internet access or usage by a Teammate using any Company-owned electronic device or Company-owned system (including, but not limited to, a computer, telephone, wire, radio or electromagnetic, photoelectronic or photo-optical systems) may be subject to monitoring at any and all times and by any lawful means. For additional information, please refer to the Computer policy in the Handbook or contact the IT Department.

#### **MODEL LACTATION ROOM REQUEST FORM**

TEAMMATE INFORMATION		
<b>Print Full Name:</b>		<input type="checkbox"/> <b>Current Teammate</b> <input type="checkbox"/> <b>Other</b>
<b>Address:</b>		<b>Phone Number:</b>
<b>Title:</b>		<b>Email:</b>
<b>Office Telephone Number:</b>	<b>Division:</b>	<b>Supervisor Name and Phone Number:</b>
<b>Location:</b>		
<b>Date of Form:</b>	<b>Please Anticipate Schedule of Usage (times; e.g., between 10am-12pm):</b>	

<i>Anticipated First Date of Use:</i>	
<i>Any Other Information Related to Request for Lactation Accommodation:</i>	
<i>Date:</i>	<i>Requestor's Signature/Authorized Agent's Signature:</i>
<b>DO NOT WRITE IN THIS SECTION</b>	
<i>Location/Unit/Division:</i>	
<i>Email and Phone Number:</i>	
<i>Date Request Received:</i>	<i>Date of Response:</i>
<b>Response:</b> <input type="checkbox"/> Granted as requested <input type="checkbox"/> Modified accommodation granted	<i>Explanation of Modified Accommodation:</i>

# STOP SEXUAL HARASSMENT ACT NOTICE

All employers are required to provide written notice of employees' rights under the Human Rights Law both in the form of a displayed poster **and** as an information sheet distributed to individual employees at the time of hire. This document satisfies the poster requirement.

## The NYC Human Rights Law

The NYC Human Rights Law, one of the strongest anti-discrimination laws in the nation, protects all individuals against discrimination based on gender, which includes sexual harassment in the workplace, in housing, and in public accommodations like stores and restaurants. Violators can be held accountable with civil penalties of up to \$250,000 in the case of a willful violation. The Commission can also assess emotional distress damages and other remedies to the victim, require the violator to undergo training, and mandate other remedies such as community service.

## Sexual Harassment Under the Law

Sexual harassment, a form of gender-based discrimination, is unwelcome verbal or physical behavior based on a person's gender.

## Some Examples of Sexual Harassment

- unwelcome or inappropriate touching of employees or customers
- threatening or engaging in adverse action after someone refuses a sexual advance
- making lewd or sexual comments about an individual's appearance, body, or style of dress
- conditioning promotions or other opportunities on sexual favors
- displaying pornographic images, cartoons, or graffiti on computers, emails, cell phones, bulletin boards, etc.
- making sexist remarks or derogatory comments based on gender

## Retaliation Is Prohibited Under the Law

It is a violation of the law for an employer to take action against you because you oppose or speak

out against sexual harassment in the workplace. The NYC Human Rights Law prohibits employers from retaliating or discriminating "in any manner against any person" because that person opposed an unlawful discriminatory practice. Retaliation can manifest through direct actions, such as demotions or terminations, or more subtle behavior, such as an increased work load or being transferred to a less desirable location. The NYC Human Rights Law protects individuals against retaliation who have a good faith belief that their employer's conduct is illegal, even if it turns out that they were mistaken.

## Report Sexual Harassment

If you have witnessed or experienced sexual harassment inform a manager, the equal employment opportunity officer at your workplace, or human resources as soon as possible.

**Report sexual harassment to the NYC Commission on Human Rights. Call 212-416-0197 or visit [NYC.gov/HumanRights](http://NYC.gov/HumanRights) to learn how to file a complaint or report discrimination. You can file a complaint anonymously.**

## State and Federal Government Resources

Sexual harassment is also unlawful under state and federal law, where statutes of limitations vary.

To file a complaint with the New York State Division of Human Rights, please visit the Division's website at [www.dhr.ny.gov](http://www.dhr.ny.gov).

To file a charge with the U.S. Equal Employment Opportunity Commission (EEOC), please visit the EEOC's website at [www.eeoc.gov](http://www.eeoc.gov).



[NYC.gov/HumanRights](http://NYC.gov/HumanRights)



**Acknowledgement of Receipt of Notice to New York Teammates of Electronic Monitoring**

I acknowledge that I have received and read the Company's Notice to New York Teammates of Electronic Monitoring. I understand that any and all of my telephone conversations or transmissions, email or transmissions, or internet access or usage by any electronic Company-owned device or Company-owned system (including but not limited to the use of a computer, telephone, wire, radio or electromagnetic, photoelectronic or photo-optical systems) may be subject to monitoring by the Company at any and all times and by any lawful means.

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Signature and Date

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Print Name

## **NORTH DAKOTA SUPPLEMENT**

### **Meal Breaks**

Teammates who work five hours or more in a shift will be entitled to a 30-minute meal break, as long as there are two or more Teammates on duty. During the meal break, Teammates will be relieved of all duties. An uninterrupted 30-minute meal break will be unpaid for nonexempt Teammate.

Teammates may voluntarily waive the meal break. Any such agreement must be in writing.

Any Teammate who is unable to take all of the meal breaks to which they are entitled in accordance with this policy, or who has been prevented or discouraged from taking a break to which they are entitled under this policy, should immediately notify a Human Resources representative. All nonexempt Teammates must record their meal breaks.

### **Vacation**

A non-exempt Teammate will accrue available time for vacation at a rate set forth in the Handbook. This time is available to the Teammate to use for vacation but will not be deemed to have been earned until the Teammate requests and is approved for vacation time by the Teammate's supervisor or the Human Resources department. Teammates will forfeit all available but unearned vacation time when separating from the Company. Stated another way, payment will not be made to Teammates for any available but unearned vacation at the time of separation.

For Teammates who have worked for the Company for less than one year and voluntarily leave their employment, payment will not be made for earned but unused vacation, unless they give the Company written or verbal notice of their separation at least five days in advance.

Teammates will be provided with reasonable opportunity to make use of accrued vacation.

## **OREGON SUPPLEMENT**

### **Sexual and Other Prohibited Harassment**

The Company is committed to providing a work environment free of harassment. The Company complies with Oregon law and maintains a strict policy prohibiting sexual harassment and harassment against Teammates, applicants for employment or interns based on Teammates, applicants for employment or interns based on race (including physical characteristics that are historically associated with race, such as natural hair, hair texture, hair type and protective hairstyles ), color, religion, sex (including pregnancy, childbirth or related medical conditions), national origin or ancestry, citizenship, physical or mental disability, genetic information, age (18 and over), veteran status, uniform servicemember status, unemployment status, sexual orientation, gender identity, marital status family status, or having been a victim of sexual abuse, including domestic abuse, sexual assault or stalking. The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law. Sexual harassment prohibited under this policy includes sexual assault, which is unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat or intimidation.

### ***Time Limitations***

Nothing in this policy precludes any person from filing a formal grievance in accordance with the Oregon Bureau of Labor and Industries' Civil Rights Division or the Equal Employment Opportunity Commission. Note that Oregon state law requires that any legal action taken on alleged discriminatory conduct (specifically that prohibited by ORS 659A.030, 659A.082 or 659A.112) commence no later than five years after the occurrence of the violation. Other applicable laws may have a shorter time limitation on filing.

### ***Nondisclosure and Nondisparagement Agreements***

The Company will not require or coerce a current, former, or prospective Teammate to enter into any agreement as a condition of employment, continued employment, promotion, compensation, or the receipt of benefits, that contains a nondisclosure provision, nondisparagement provision or any other provision that has the purpose or effect of preventing the individual from disclosing or discussing unlawful employment discrimination or harassment (including sexual assault). A Teammate claiming to be aggrieved by discrimination, harassment, or sexual assault may, however, voluntarily request to enter into a settlement, separation, or severance agreement that contains a nondisclosure, nondisparagement, or no-rehire provision (as defined below) and/or prevents the disclosure of the amount of or any fact of any settlement and will have at least seven days to revoke any such agreement.

Under this policy, a nondisclosure agreement is any agreement by which one or more parties agree not to discuss or disclose information regarding any complaint of work-related harassment, discrimination, or sexual assault. A nondisparagement agreement is any agreement by which one or more parties agree not to discredit or make negative or disparaging written or oral statements about any other party or the Company. A no-rehire provision is an agreement that prohibits a Teammate from seeking reemployment with the Company and allows the Company to not rehire that individual in the future.

## **Pregnancy Accommodation**

The Company will provide Teammates and applicants with a reasonable accommodation for limitations related to pregnancy, childbirth, or a related medical condition, including lactation, unless doing so would impose an undue hardship on the Company's business. Reasonable accommodations may include but are not limited to: 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.

The Company will not require a pregnant Teammate or applicant to accept a reasonable accommodation if the Teammate does not have a known pregnancy-related limitation or require reasonable accommodation to perform essential job duties, nor will the Company require a pregnant Teammate to take a leave of absence instead of providing a reasonable accommodation.

The Company prohibits discrimination against Teammates and applicants on the basis of pregnancy, childbirth or related condition. The Company will not take an adverse employment action or in any manner discriminate or retaliate against an applicant or Teammate because they request, inquire about or use reasonable accommodations in accordance with this policy. Teammates with questions or concerns regarding this policy or who would like to request an accommodation should contact Human Resources.

## **Meal and Rest Breaks**

Teammates working at least six-hours will receive an unpaid meal break of 30 minutes approximately midway through the day. If the work period is at least six but less than seven hours, the meal period must be taken between the second and fifth hours worked. If the work period is more than seven hours, the meal period must be taken between the third and sixth hours worked.

An uninterrupted meal break lasting 30 minutes or more will be unpaid for nonexempt Teammates.

Teammates may not take a shorter meal break or skip a meal break to leave early. All nonexempt Teammates must record their meal breaks.

Teammates who work at least two hours and one minute will also receive a paid 10-minute rest break and an additional rest break for every four hours worked thereafter.

Rest breaks will be in addition to any meal breaks and cannot be taken at the beginning or end of a shift or combined with a meal break.

## **Paid Sick and Safe Time**

### ***Eligibility***

All Teammates (including full-time, part-time and temporary Teammates) are eligible to accrue paid sick and safe time.

### ***Annual Accrual of Paid Sick and Safe Time***

Eligible Teammates begin to accrue paid sick and safe time upon the first day of employment as part of their sick time benefits.

**The accrual only applies to eligible Teammates who do not receive sufficient Paid Sick Leave under the Company's main paid sick leave policy. Teammates who receive sufficient time under that policy do not receive additional time under this policy, unless required by law.**

Sick and safe time in the form of sick time benefits under the main sick time policy accrues at a rate of one hour for every 30 hours worked, up to a maximum accrual cap of 40 hours per calendar year. Teammates will not accrue paid sick and safe time during periods of paid or unpaid leave.

Salaried exempt Teammates will be assumed to work 40 hours in a week unless the Teammate's regular workweek is less than 40 hours, in which case sick time accrues based upon that regular workweek.

Eligible Teammates may use accrued paid sick and safe time beginning on their 91st calendar day of employment.

A Teammate's use of paid sick and safe time is limited to 40 hours per calendar year. For qualifying absences, Teammates must use paid sick and safe time on the first day, and on each subsequent date, until all time is used. Paid sick and safe time can be used in one-hour increments.

Teammates are not required to find a Teammate to cover their work when they take paid sick and safe time and are not required to work an alternate shift to make up for the use of such time.

Teammates who have accrued time remaining at the end of the year may carry over up to 40 hours of accrued and unused time to the next year. However, Teammates may not use more than 40 hours of sick and safe time in a year. At no time will a Teammate have more than 80 hours of accrued sick and safe time.

The Company does not offer pay in lieu of actual sick and safe time.

### ***Reasons Sick and Safe Time May be Used***

Teammates may use paid sick and safe time for the following reasons:

- For the diagnosis, care or treatment of the Teammate or the Teammate's family member's mental or physical illness, injury or health condition, including preventive medical care;
- For reasons specified in the Company's FMLA policy or covered under the Oregon Family Leave Act, including:
  - To care for a spouse, same-gender domestic partner, child, parent, parent-in-law, grandparent, or grandchild of a Teammate (or of a Teammate's same-sex domestic partner) or a person with whom the Teammate is or was in a relationship of *in loco parentis* with a serious health condition;

- For a Teammate's own serious health condition;
  - To care for a sick child of the Teammate or of a same-gender domestic partner who does not have a serious health condition but requires home care;
  - To be with or care for a child of the Teammate or of a same-gender domestic partner after birth, placement for adoption or foster care (or certain comparable situations). This parental leave may include any time necessary for the legal process required for adoption or foster care if the child is under age 18 or is incapable of self-care because of a physical or mental disability. (This type of leave must be completed within one year of the birth or placement for adoption);
  - For a Teammate's own disability due to pregnancy, childbirth or related medical condition or for absence for prenatal care. Pregnancy disability leave is available only if the Teammate is unable to perform any job duties that the Company is able to offer, except that leave for prenatal care is covered without regard to disability; and
  - To make arrangements necessitated by the death of a family member, to attend the family member's funeral or memorial service, and/or to grieve the death of a family member.
- For reasons related to domestic violence, harassment, sexual assault or stalking against the Teammate or the Teammate's minor child or dependent, including:
  - To seek legal or law enforcement assistance or remedies to ensure the health and safety of the Teammate or the Teammate'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, harassment, sexual assault or stalking;
  - To seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault to or harassment or stalking of the Teammate or the Teammate'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, harassment, sexual assault or stalking;
  - To obtain services from a victim services provider for the eligible Teammate or the Teammate's minor child or dependent; or
  - To relocate or take steps to secure an existing home to ensure the health and safety of the Teammate or the Teammate's minor child or dependent.
- If either the Teammate's place of business or the Teammate's child's school or day care is closed by order of a public official due to a public health emergency or if the Teammate is excluded from work for health reasons; and
- If a family member's presence in the community jeopardizes the health of others as determined by a lawful public health authority or by a health care provider.

For purposes of this policy, "family members" include a:

- Spouse or same-gender domestic partner;
- Biological, adopted or foster child;
- Biological, adoptive, step, custodial, non-custodial or foster parent;
- Grandparent or grandchild;
- Parent-in-law or parent of a same-gender domestic partner; and
- Person with whom the Teammate was or is in a relationship *in loco parentis*, meaning a relationship in which a person assumes the role of parent for someone who is not their legal or biological child.

#### *Requesting Paid Sick and Safe Time/Documentation*

When the need for paid sick and safe time is foreseeable (i.e., expected or planned leave), Teammates must provide reasonable advance notice, including, when possible, the expected duration of the leave, and must make reasonable attempts to schedule the use of paid sick and safe time in a manner that does not unduly disrupt the company's business operations. When the need for paid sick and safe time is unforeseeable, Teammates must provide notice before the start of the Teammate's shift or, when circumstances prevent such notice, as soon as practicable. To provide notice of the need to use paid sick and safe time, Teammates should contact Human Resources by text, email or phone.

Teammates must inform the company of any change in the expected duration of the sick and safe time as soon as practicable.

If sick and safe time is for more than three consecutive workdays, not including scheduled days off, Teammates must provide supporting documentation establishing the need for and duration of sick and safe time. Examples of documentation include, but are not limited to:

- Documentation signed by a licensed health care provider; or
- Documentation for victims of domestic violence, such as a copy of a police report or protective order.

If the need for sick and safe time is foreseeable and is projected to last more than three scheduled workdays, the verification must be provided before the sick and safe time begins or as soon as otherwise practicable. If a Teammate begins leave without providing required prior notice, medical verification (e.g., for a Teammate's or family member's illness, injury or health care or preventative care) must be provided within 15 calendar days after the Company requests verification, and certification for absences relating to domestic violence, harassment, sexual assault or stalking must be provided within a reasonable time after the Company requests certification.

The Company will pay any costs associated with any out-of-pocket expenses incurred by Teammates (that is not paid by insurance) in obtaining required verification from a licensed health care provider.

The Company may require documentation prior to the third consecutive workday if it suspects a Teammate is abusing leave.

Failure to provide required medical documentation may result in the delay or denial of payment for sick and safe time.

### *Rate of Pay and Overtime*

Sick and safe time is paid based on the Teammate's regular rate of pay. Sick and safe time is not considered time worked for the purpose of calculating overtime for the week in which the time was taken.

### *Effect on Other Rights and Policies*

Benefits and leave rights herein will run concurrently with benefits or leave rights under any other applicable law or policy, where permissible and applicable. The Company may provide other forms of leave for Teammates to care for medical conditions or for issues related to domestic violence under certain federal, state and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state or municipal law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Teammates should contact Human Resources for information about other federal, state and municipal medical or family leave rights.

### *Separation from Employment*

Compensation for accrued and unused paid sick and safe time is not provided upon separation from employment for any reason.

### *Retaliation*

Teammates have the right to request and use sick and safe time. The Company will not retaliate or discriminate, or tolerate retaliation or discrimination, against any Teammate who seeks or obtains sick and safe time under this policy, inquires about or invokes the provisions of the OSTL, or participates in an investigation, proceeding or hearing related to the OSTL.

### *Confidentiality and Nondisclosure*

The Company will treat as confidential sick and safe time-related health information pertaining to the Teammate or Teammate's family member. Records and information concerning requests for or use of sick and safe time for reasons related to being the victim of domestic violence, harassment, sexual assault or stalking, will be treated as confidential and will not be released without the Teammate's express permission, unless otherwise required by law.

### **Oregon Family Leave of Absence**

The Company will grant time off to Teammates in accordance with the requirements of the federal Family and Medical Leave Act (Fed-FMLA) and the Oregon Family Leave Act (OFLA). The OFLA applies to Teammates who work in Oregon and only if the Company has 25 or more Teammates working in Oregon. Where both the Fed-FMLA and the OFLA apply, the leave provided by each will count against the Teammate's entitlement under both laws and must be taken concurrently. A Teammate who is eligible for leave under only one of these laws will receive benefits in accordance with that law only.

The following policy addresses Teammate family and medical leave rights under the OFLA. Teammates should refer to the Handbook for additional details regarding the Fed-FMLA. Questions concerning this policy should be directed to Human Resources.

### *OFLA Eligibility*

To be eligible for family leave under the OFLA, Teammates must:

Have worked for the Company for at least 180 days immediately before the date the leave begins; and

Have averaged at least 25 hours a week during the 180 days immediately before the date on which OFLA leave begins. The requirement of 25 hours or more a week does not apply to OFLA leave for parental leave purposes. For parental leave, eligible Teammates are those who have worked for the company for at least 180 days.

During a period of time covered by a public health emergency, a Teammate must have worked for the Company for at least 30 days immediately before the date leave begins and have averaged at least 25 hours of work per week in the 30 days immediately before the date on which OFLA leave begins.

### *Reasons for OFLA Leave*

OFLA leave may be granted for these reasons or purposes:

To care for a spouse, same-sex domestic partner, child, parent, parent-in-law, grandparent, or grandchild of a Teammate (or of a Teammate's same-sex domestic partner) with a serious health condition;

For a Teammate's own serious health condition;

To care for a sick child of the Teammate or of a same-sex domestic partner who does not have a serious health condition but requires home care, if no other family member is available to care for the child;

To be with or care for a child of the Teammate or of a same-sex domestic partner after birth, placement for adoption or foster care (or certain comparable situations). This parental leave may include any time necessary for the legal process required for adoption or foster care if the child is under age 18 (or is incapable of self-care because of a physical or mental disability. (This type of leave must be completed within one year of the birth or placement for adoption);

For a Teammate's own disability due to pregnancy, childbirth or related medical condition or for absence for prenatal care. Pregnancy disability leave is available only if the Teammate is unable to perform any job duties that the Company is able to offer, except that leave for prenatal care is covered without regard to disability;

To make arrangements necessitated by the death of a family member, to attend the family member's funeral or memorial service, and/or to grieve the death of a family member (Bereavement Leave).

To be with or care for a child of the Teammate or of a same-sex domestic partner whose school or place of care has been closed because of a statewide public health emergency declared by a public health official.

A “serious health condition” means:

- An illness, injury, impairment or physical or mental condition that involves an overnight stay in a hospital or similar facility;

An illness, disease or condition that the treating health care provider believes poses an imminent danger of death, is terminal in prognosis with a reasonable possibility of death in the near future, or is a mental or physical condition requiring constant care;

Any period of absence due to pregnancy-related disability or for prenatal care; or

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.

#### *Length of Leave*

Eligible Teammates are entitled to up to 12 workweeks (and up to an *additional* 12 weeks for any pregnancy-related disability) in any leave year. Absences due to a compensable, disabling on-the-job injury do not count against the 12 workweeks under OFLA except when the Teammate refuses a suitable offer of light-duty or modified work. Where applicable, OFLA leave will run concurrently with leave provided under the Oregon Military Family Leave Act.

Parents who use all 12 of their workweeks for parental leave to care for a newborn, newly adopted or newly placed foster child are also entitled to take up to 12 workweeks to care for a child with an illness or an injury that is not a serious health condition if no other family member is available to care for the child — that is, to take sick-child leave. A female Teammate may take up to 12 weeks of OFLA pregnancy disability leave, up to 12 weeks of parental leave, *and* up to another 12 weeks of OFLA sick child leave, for a total of up to 36 weeks of OFLA leave. Additional OFLA leave is not available in the case of birth, adoption or foster care placement of more than one child at the same time.

The applicable leave year utilized by the Company is a 12-month period measured forward from the start date of the Teammate’s first OFLA leave. Under this method the leave year is measured from the date the Teammate first uses any OFLA leave.

If more than one qualifying family member works for the Company, two family members can only take leave at the same time if one needs to care for the other with a serious health condition, needs to care for a child with a serious health condition while another also has such a condition, both family members have a serious health condition at the same time or both family members are taking bereavement leave at the same time.

Teammates will be allowed up to two weeks of unpaid bereavement leave per death of a covered family member, not to exceed 12 weeks total per year. For purposes of bereavement leave, a “family member” includes a family member includes the Teammate’s spouse (including same-sex spouse), same-sex domestic partner, parent, child, parent-in-law, grandparent and the parent or child of the Teammate’s same-sex domestic partner. Bereavement leave must be completed within 60 days of the date the eligible Teammate receives notice of the family member’s death.

## *Pay*

OFLA leave is unpaid and Teammates must use all accrued sick time and sick pay (if eligible to use it) before going on unpaid status.

## *Requesting OFLA Leave*

Except in very unusual or emergency situations, Teammates *must* request leave as soon as is practicable after he or she learns of the need for time away from work.

If Teammates do not give timely notice, the Company may deny or delay the start of a Teammate's leave and/or a Teammate may be subject to disciplinary action.

If a Teammate knows of the need for the leave 30 or more days in advance, the Teammate must complete the leave of absence forms at least 30 days before leave is to begin.

In unusual or emergency situations (for example, if a Teammate is injured in an accident, suddenly becomes ill, gives premature birth, experiences a death in their family, etc.), the Teammate must make an oral request to his or her manager for leave within 24 hours (or as soon thereafter as is practicable). All oral requests for leave must then be confirmed in writing as soon as is practicable and in no event later than three calendar days after returning to work.

In the case of Bereavement Leave, prior notice is not required, but oral notice must be provided by the Teammate or someone on the Teammate's behalf to the Company within 24 hours of beginning leave. Written confirmation of such notice must then be provided to Human Resources within three days of returning to work.

In the case of leave to care for a child whose school or child care provider has been closed in conjunction with a public health emergency, the Company may require verification of the need for leave.

As long as Teammates are using some form of paid leave (for example, earned sick time or sick leave) to cover missed time, Teammates need only comply with the notice provisions of those policies.

Teammates should consult with Human Resources when scheduling intermittent or reduced leave for planned medical treatment or supervision so that time off can be scheduled to minimize disruption to the normal work schedule.

If a Teammate is seeking to use paid (for example, earned sick time) or unpaid leave for a purpose that may qualify for FMLA and/or OFLA leave, he or she must notify the Company so that the Teammate will receive all of the benefits to which he or she is entitled. Failure to provide notification of reasons for any absence, whether a partial or full day, which might qualify, could result in the absence being counted against the Teammate for attendance and other purposes (e.g., pay increases, promotional opportunities, etc.).

## *Certifications of the Need for Leave*

For leaves due to a Teammate's own health condition, the Teammate's health care provider must review the Teammate's essential job functions and certify that the Teammate's condition prevents the Teammate from performing at least one of them.

If a Teammate's insurance or other benefit plan does not cover the cost, the Company will pay for the medical certification.

For leaves due to a family member's health condition, the Company will require written certification from the treating health care provider(s), except for an Oregon Teammate whose child has an illness requiring home care that does not qualify as a serious health condition (i.e., sick child leave). In the case of sick child leave, the Company will only require medical verification after a Teammate has taken more than three days of leave for this purpose in a one-year period. The Company will pay for the cost of the certification to the extent it is not covered by the Teammate's insurance or benefit plan. In appropriate situations, the Company may also require documentation of the individual's relationship to the Teammate.

Medical certification forms are available from Human Resources and must be *fully* completed and returned prior to the start of any leave for which the Teammate has provided 30 days' advance notice. In other circumstances (for example, in emergencies or other unusual circumstances when it is impossible to foresee the need for leave that far in advance), Teammates must return the completed form as soon as is practicable but no later than within 15 calendar days of the date a Teammate's absence began or within 15 calendar days of our request for certification or recertification. If a Teammate fails to provide a timely, fully completed certification or recertification, he or she may be denied continuation of the leave until complete and sufficient medical verification is received.

Recertification of the medical need for continuing leave must be provided every 30 days, and more often when circumstances have changed significantly, or the Company has received information casting doubt on the validity of the prior certification.

The Company may request a second (or third) medical opinion (except for an Oregon Teammate who has a sick child requiring home care who does not have a serious health condition) at the Company's expense. The Company may also initiate an unpaid leave of absence and/or require a medical or other professional examination at the Company's expense in circumstances in which a Teammate's performance, conduct or behavior, the nature of a Teammate's job and/or his or her condition raises an issue as to fitness for duty or ability to safely perform regular job duties.

A Teammate who is absent for three or more calendar days in any 30-day period because of an illness, injury or other condition (other than one returning from intermittent leave) may be required to provide a return-to-work release from a Teammate's health care provider confirming that the Teammate is able to return to work.

All medical releases must clearly explain a Teammate's work abilities and any limitations or restrictions. Reinstatement may be delayed until the Teammate has provided a release meeting these standards. A Teammate who does not timely provide the required release is subject to disciplinary action up to and including termination.

All medical information will be kept in the Teammate's confidential medical file and will not be the basis for any personnel actions or decisions other than those related to family and medical leave, reasonable accommodation, or as otherwise allowed by law.

Certifications may also be required for leave taken for other qualifying reasons, in accordance with applicable law.

### *Staying in Touch with the Company While on Leave*

While on medical leave, Teammates must periodically report their status to their supervisor, including the date they intend to return to work. Periodically means at least weekly, unless the Teammate is informed otherwise or is physically unable to do so, in which case, the Teammate should ask a family member or friend to update the Company periodically. Violations will be treated the same as any other call-in violation.

### *Intermittent/Reduced Schedule Leave*

The Company may transfer a Teammate who takes OFLA leave on an intermittent or reduced work schedule basis or who is recovering from a serious health condition to an alternative position to accommodate the leave or recovery, but will do so only if the Teammate agrees to the transfer voluntarily, the transfer is temporary and the alternative job has equivalent pay and benefits.

A Teammate will be allowed to take parental leave in two or more nonconsecutive periods only with Company approval, except in the case of parental leave to effectuate adoption or foster placement of a child. Such leave need not be taken in one uninterrupted period.

### *Reinstatement*

Teammates returning from OFLA leave will be reinstated to their former job if it exists. If the former job does not exist, reinstatement will be to a job with equivalent status, pay, benefits and other employment terms. For OFLA leave, reinstatement rights exist at the former site as well as any other location within 20 miles. If a Teammate is on leave due to his or her own health condition, he or she may be required to provide a return-to-work release.

### *Benefit Coverage*

The Company will continue paying its share of the cost of a Teammate's health coverage while the Teammate is on FMLA/OFLA leave on the same terms as if the Teammate were working, but the Teammate will be responsible for continuing to make any payments normally required of him or her. If the Teammate does not pay the cost of coverage during the leave and the Teammate does not return to employment after taking family leave, the Company will seek to recover the Teammate's share of the cost of benefit coverage by deducting amounts the Company paid from any amounts owed to the Teammate or through other legal means.

While a Teammate is on paid leave (i.e., using sick leave or sick time), any required Teammate payments will continue to be deducted from his or her check as usual to the extent his or her pay is sufficient to cover the deduction.

If a Teammate does not return to work at the end of his or her leave, the Teammate may have rights under the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) to continue his or her health coverage by paying the full premium (plus a small administrative fee), and may also be able to obtain portability coverage under some state laws.

### *Fraudulent Use of OFLA Prohibited*

Teammates who fraudulently obtain leave under this policy may be subject to disciplinary action, up to and including termination.

The Company will not interfere, restrain or deny the exercise of any rights provided under this policy. If a Teammate believes that their OFLA rights have been violated in any way, he or she should immediately report the matter to Human Resources.

## **PENNSYLVANIA SUPPLEMENT**

### **Accommodations for Pregnancy and Pregnancy-Related Events [Pittsburgh]**

The Company does not discriminate against Teammates or applicants on the basis of pregnancy, childbirth or medical conditions and events that are related to or caused by pregnancy or childbirth (whether they occur before, during or after pregnancy or childbirth). This policy applies to individuals who are pregnant; experience pregnancy-related conditions and events (including seeking to become pregnant or any condition or event related to or caused by pregnancy or childbirth); and partners (i.e., someone who has a relationship of mutual emotional and/or physical support) of a person who is pregnant or affected by such an event.

Teammates have the right to request one or more reasonable accommodations for their pregnancy, childbirth or related medical condition or when they are the partner of a person who is pregnant or affected by a related medical condition. The Company will provide a reasonable accommodation that enables the Teammate to perform the essential duties of the Teammate's job. A reasonable accommodation for purposes of this policy is one that can be made without causing an undue hardship on the Company's business.

Teammates who wish to request a reasonable accommodation under this policy should contact Human Resources. Human Resources will promptly communicate with the Teammate and engage in an interactive process to determine the Teammate's needs and explore possible ways of accommodating the Teammate. In some cases, this interactive process may be triggered without a request from the Teammate, such as when the Company receives notice from its own observation or another source that the pregnancy, childbirth or pregnancy-related condition of the Teammate or the Teammate's partner may be impacting the Teammate's work performance or conduct. At the conclusion of the interactive process, the Company will inform the Teammate in writing if a reasonable accommodation has been granted or deemed impossible. Teammates can make additional requests for accommodation if their condition changes.

The Company may require that Teammates provide medical documentation when requesting certain accommodations, such as working from home or time off from work.

The Company will not retaliate or tolerate retaliation against a Teammate because the Teammate requests accommodation under this policy, makes a complaint of discrimination, files a complaint alleging unlawful discrimination or expresses an intent to file such a complaint, or participates in an investigation or proceeding related to a complaint of discrimination. Teammates who believe they have been subjected to retaliation should promptly report such concerns to their supervisor, any management team member or to Human Resources. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

### **Philadelphia Wage Theft Ordinance Notice**

Teammates who perform work in Philadelphia or entered into an employment contract in Philadelphia and believe they have not been paid for all of the wages they have earned, may file a complaint for unpaid wages pursuant to the Philadelphia Wage Theft Ordinance, Philadelphia Code, Chapter 9-4300 (effective July 1, 2016). Retaliation against a Teammate who files such a complaint is prohibited. Each Teammate has a right to file a complaint or bring a civil action if the employer fails to pay all wages earned by the Teammate.

## **Paid Sick Time (Philadelphia)**

The Company provides eligible Teammates with paid sick time in accordance with the requirements of the Philadelphia Promoting Healthy Families and Workplaces Ordinance (PHFWO).

**The accrual only applies to eligible Teammates who do not receive sufficient Paid Sick Leave under the Company's main paid sick leave policy. Teammates who receive sufficient time under that policy do not receive additional time under this policy, unless required by law.**

### *Eligibility*

Teammates who work at least 40 hours per calendar year in the City of Philadelphia (excluding independent contractors, seasonal workers, Teammates hired for a term of less than six months, Teammates covered by a bona fide collective bargaining agreement, interns, adjunct professors and pool Teammates) are eligible to accrue paid sick time.

### *Accrual of Sick Time*

Eligible Teammates begin to accrue paid sick and safe time upon the first day of employment as part of their sick leave benefits.

Sick and safe time accrues at a rate of one hour for every 40 hours worked in Philadelphia, up to a maximum accrual of 40 hours in a single calendar year.

Salaried exempt Teammates will be assumed to work 40 hours in a week unless the Teammate's regular work week is less than 40 hours, in which case sick time accrues based upon that regular workweek.

### *Use of Paid Sick Time*

Eligible Teammates may use sick time for the following reasons:

- The Teammate'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;
- 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; or care of a family member who needs preventive medical care;
- COVID-19-related:
  - Business closure;
  - Quarantine; or
  - School closure for which the Teammate needs to stay home to care for their children.

- Absence due to domestic abuse, sexual assault or stalking, provided the leave is to allow the Teammate to obtain for the Teammate or the Teammate's family member:
  - Medical attention;
  - Services from a victim services organization;
  - Psychological or other counseling;
  - Relocation; or
  - Legal services or remedies (e.g., preparing for or participating in a civil or criminal legal proceeding).

Teammates who exhaust paid sick leave for purposes related to domestic abuse, sexual assault or stalking may still be eligible for unpaid leave for this purpose and should consult the Company's **Domestic Violence, Sexual Assault or Stalking Victim Leave** policy or contact Human Resources for further information.

For purposes of this policy, a "family member" means the Teammate's current spouse or life partner, child or individual for whom the Teammate stands *in loco parentis*, legal guardian or ward, parent, parent-in-law, person who stood in *loco parentis* status when the Teammate was a minor child, sibling, spouse of a sibling, grandparent, spouse of a grandparent, or grandchild. These familial relationships include not only biological relationships, but also relationships resulting from adoption, step-relationships, and foster care relationships. The definition of child applies without regard to a child's age or dependency status. For purposes of this policy, a "life partnership" is defined as a long-term committed relationship between two unmarried individuals of the same sex or gender identity.

Eligible Teammates may not use accrued paid sick time until the Teammate's 90<sup>th</sup> calendar day of employment.

Paid sick time may be used in one hour increments. Eligible Teammates may use up to 40 hours of paid sick time in any calendar year.

#### *Requesting Sick Time/Documentation*

When the need for sick time is foreseeable, Teammates must provide reasonable advance notice, either orally or in writing, of the need for sick leave and must make a reasonable effort to schedule sick time in a manner that does not unduly disrupt Company operations. For all other absences, Teammates must notify the Company before the start of their scheduled work hours, or as soon as practicable if the need arises immediately before or after the Teammate has reported for work. When possible, a Teammate's request for sick time must include the expected duration of the sick leave. To provide notice of the need to use sick time, Teammates should contact Human Resources.

If sick time is for more than two consecutive workdays, the Company may request that Teammates provide reasonable documentation that the sick time is being used for a permissible purpose.

#### *Leave Carryover*

Teammates who have accrued time remaining at the end of the year may carry over the accrued and unused time to the next calendar year. However, Teammates may not use more than 40 hours of sick time in a calendar year.

The Company does not offer pay in lieu of actual sick time.

#### *Effect on Other Rights and Policies*

Benefits and leave rights herein will run concurrently with benefits or leave rights under any other applicable law or policy, where permissible and applicable.

The Company may provide other forms of leave for Teammates to care for medical conditions or leave related to domestic abuse, sexual assault or stalking under certain federal, state and local laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state or local law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Teammates should contact Human Resources for information about other federal, state and local medical, family or domestic abuse victim leave rights.

#### *Separation from Employment*

Compensation for accrued and unused paid sick time is not provided upon separation from employment for any reason.

#### *Retaliation*

The Company prohibits discrimination and/or retaliation against Teammates who request or use sick time for authorized circumstances protected by law, and against Teammates who file a complaint about an alleged violation of this policy, or inform others about their rights under this policy. Teammates may file a complaint or bring a civil action if sick time as required by law is denied the Teammate or if the Teammate is retaliated against for requesting or taking sick time.

#### *Confidentiality*

The Company will, in accordance with applicable federal and state law, treat as confidential health information or information pertaining to domestic abuse, sexual assault or stalking about a Teammate or Teammate's family member. Such information will not be released without the Teammate's express permission, unless otherwise required by law.

#### **Paid Sick Time (Pittsburgh)**

The Company provides eligible Teammates with paid sick time in accordance with the Pittsburgh Paid Sick Days Act ("PSDA").

The guidelines in this policy do not supersede applicable federal, state, or local laws regarding leaves of absence, including but not limited to leave taken under the Family and Medical Leave Act (FMLA), leave taken as a reasonable accommodation under the Americans with Disabilities Act (ADA), or any other applicable federal, state, or local law, including those prohibiting discrimination and harassment. Where applicable, leave under this policy will run concurrently with all other applicable leaves.

**The accrual only applies to eligible Teammates who do not receive sufficient Paid Sick Leave under the Company's main paid sick leave policy. Teammates who receive sufficient time under that policy do not receive additional time under this policy, unless required by law.**

Teammates who accrue sufficient paid time off at the required rates under the Company's main PTO policy will not accrue any additional sick time under this policy, but may request and use PTO, up to the maximum allowed by law running concurrently as covered sick leave, in accordance with the following provisions.

Once the maximum statutory amount of PTO running concurrently as protected sick leave has been exhausted in any given calendar year, the Company's normal policies and procedures will apply to any further use of accrued sick time for any reason.

#### *Eligible Teammates*

All Teammates, including full-time and part-time Teammates, are generally eligible to accrue paid sick time, if they work at least 35 hours per calendar year in the City of Pittsburgh. Eligible Teammates do not include seasonal Teammates, meaning individuals hired for a temporary period of not more than 16 weeks during the Company's leave year who are notified at the time they are hired that their employment is limited to the beginning and ending dates of the Company's seasonal period.

#### *Accrual and Use of Sick Time*

Eligible Teammates begin to accrue paid sick and safe time upon the first day of employment as part of their sick leave benefits.

Sick and safe time accrues at a rate of one hour of paid sick time for every 35 hours worked in the City of Pittsburgh, up to a maximum of 40 hours in a calendar year.

Salaried exempt Teammates will be assumed to work 40 hours in a week unless a Teammate's regular workweek is less than 40 hours, in which case sick time accrues based upon that regular workweek.

Teammates accrue sick time in increments of one hour.

Eligible Teammates may not use accrued sick time until the 90th calendar day after the start of their employment. Thereafter, they may use sick time as it accrues.

Paid sick time may be used in one hour increments.

Teammates are not required to search for or find someone to cover their shift or do their work when they take paid sick time.

#### *Reasons Sick Time May Be Used*

Sick time may be used for the following reasons:

- A Teammate's own mental or physical illness, injury or health condition; to obtain a medical diagnosis, care or treatment; or preventive care;

- To care for a family member with a mental or physical illness, injury or health condition; to assist them in obtaining medical diagnosis, care or treatment; or to assist them in obtaining preventive care;
- For the closure of the Teammate's place of business by order of a public official due to a public health emergency;
- For the closure of a Teammate's child's school or place of care by order of a public official due to a public health emergency; or
- To care for a family member when health authorities or health care providers determine that an individual's presence in the community would jeopardize others' health because of the individual's exposure to a communicable disease, whether or not the individual actually contracted the communicable disease.

Eligible family members include the following:

- A child, regardless of age (including a biological, adopted or foster child; stepchild; the child of a domestic partner; a legal ward or child for whom the Teammate is a legal guardian; or a child to whom the Teammate stands *in loco parentis*);
- A spouse or domestic partner;
- A sibling (including a biological, adopted or foster sibling);
- A parent (including a biological, adoptive, foster or step-parent of the Teammate or the Teammate's spouse or domestic partner; a legal guardian of the Teammate or the Teammate's spouse or domestic partner or a person who stood *in loco parentis* when the Teammate was a minor child);
- A grandchild;
- A grandparent (including a grandparent's spouse or domestic partner); and

The Company reserves the right to take disciplinary action if a Teammate's use of sick time is not for a covered purpose.

#### *Requesting Sick Time/Documentation*

When the need for paid sick time is foreseeable, Teammates must provide reasonable advance notice. Teammates should provide notice as soon as possible and must provide notice at least seven days before the date sick time will begin, absent extenuating circumstances.

If the need for sick time is unforeseeable or if Teammates are unable to provide notice seven days in advance, the Teammate must make a good-faith effort to notify the Company as soon as possible. Absent unusual circumstances, Teammates must follow the Company's standard call-off procedure by contacting Human Resources. When possible, the request should include the expected duration of the absence.

Teammates are expected to make reasonable efforts to schedule sick time in a manner that does not unduly disrupt Company operations.

If sick time is for three or more full, consecutive days, the Company may request that Teammates provide reasonable documentation that the sick time is being used for a permissible purpose. Teammates will also be expected to comply with any requests for documentation for absences that qualify for leave under the federal Family and Medical Leave Act.

#### *Rate of Pay for Sick Time*

Sick time is paid based on the Teammate's base rate of pay at the time the leave is taken or the state minimum wage, whichever is more. Teammates will also receive the same benefits they would have received at the time leave is used. However, if a Teammate uses paid sick time for scheduled overtime, the Company will not pay the Teammate at the overtime rate. Teammates will be paid only for the hours they are scheduled to work.

#### *Carryover*

Up to 40 hours of accrued but unused sick time will carry over from year to year, but with an overall cap of 40 hours of sick time per leave year. Therefore, once a Teammate has a bank of 40 hours of paid sick time, no additional time will accrue in that leave year.

#### *Separation From Employment*

The Company does not pay Teammates for accrued, unused sick time upon separation from employment for any reason.

#### *Confidentiality*

The Company will treat health information about a Teammate as confidential and take reasonable steps to protect its confidentiality. The Company will not disclose such health information except to the affected Teammate or with that Teammate's written permission, in accordance with applicable federal and state medical privacy laws.

#### *Effect on Other Rights and Policies*

Benefits and leave rights herein will run concurrently with benefits or leave rights under any other applicable law or policy, where permissible and applicable.

The Company may provide other forms of leave for Teammates to care for their own or a family member's medical condition under certain federal, state and municipal laws. Leave under this policy will run at the same time as leave available under those laws, provided that the eligibility requirements for the applicable law are met. Teammates should contact Human Resources for information about other federal, state and municipal medical or family leave rights.

#### *No Discrimination or Retaliation*

The Company will not retaliate, discriminate against or tolerate retaliation or discrimination against any Teammate because the Teammate has exercised rights protected under the PSDA, including by: requesting or using sick time in accordance with the PSDA; attempting to or filing a complaint with the Mayor's Office of Equity or a court; informing anyone about an employer's alleged violation of the PSDA; informing anyone of their rights under the PSDA; participating or attempting to participate in an investigation or proceeding under the PSDA; or otherwise exercising any rights afforded under the PSDA. Teammates have a right to file a written complaint with the Mayor's

Office of Equity, if they believe they have been denied the right to accrue and use sick time as required by the PSDA or if they believe they have been retaliated against for exercising their rights under the PSDA.

### **Domestic Violence, Sexual Assault or Stalking Victim Leave (Philadelphia)**

Teammates working in Philadelphia 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 weeks of unpaid leave in any 12-month period. Teammates may, but are not required to use any available paid leave such as sick leave or sick leave for purposes of leave under this policy.

Teammates may use leave to do any of the following for themselves or for their family or household members.

- Seek medical attention for, or recover from, physical or psychological injuries caused by domestic or sexual violence or stalking;
- Obtain services from a victim services organization;
- Obtain psychological or other counseling services;
- Participate in safety planning, temporarily or permanently relocate, or take other actions to increase safety from future domestic or sexual violence or to ensure economic security; or
- Seek legal assistance or remedies to help ensure health and safety including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

Teammates requesting leave under this ordinance must provide Human Resources at least 48 hours advance notice of their intention to take the leave. If 48 hours advance notice is not practicable, notice should be provided as soon as it is practical. The Company may require the Teammate to provide certification within a reasonable period that states:

- The Teammate or the Teammate's family or household member is a victim of domestic violence, sexual violence or stalking; and
- The reason for the leave (e.g., legal assistance).

Leave taken under this policy may be taken intermittently or on a reduced work schedule. Where they overlap, leave taken under this policy will run concurrently with leave under the Family and Medical Leave Act.

Health benefits will be maintained through the leave period to the extent and under the same terms as they are maintained when the Teammate is not on a leave of absence.

## **RHODE ISLAND SUPPLEMENT**

### **Sexual and Other Prohibited Harassment**

The Company is committed to providing a work environment free of harassment. The Company complies with Rhode Island law and maintains a strict policy prohibiting sexual harassment and harassment against Teammates or applicants for employment based on race, color, religion, sex (including pregnancy, childbirth or related medical conditions), country of ancestral origin, disability, age (40 and over), sexual orientation, gender identity or expression, homelessness, genetic information, HIV/AIDS status, lawful use of tobacco products outside of the workplace, military/reservist status and any other category protected under applicable federal, state or local law.

All Teammates are expected to comply with the Company's Sexual and Other Prohibited Harassment policy, as set forth in the Handbook. The purpose of this policy is to provide Rhode Island Teammates with additional information regarding harassment.

While the Sexual and Other Prohibited Harassment policy sets forth the Company's goals of promoting a workplace that is free of harassment, the policy is not designed or intended to limit the Company's authority to discipline or take remedial action for workplace conduct that we deem unacceptable, regardless of whether that conduct satisfies the definition of unlawful harassment.

Sexual harassment in the workplace is unlawful. It is also unlawful to retaliate against a Teammate for filing a complaint of harassment, including a complaint of sexual harassment, or for cooperating in an investigation of a complaint for harassment, including sexual harassment.

Any Teammate who believes they have been harassed or discriminated against should provide a written or verbal report to their supervisor, another member of management, to Human Resources as soon as possible. The responsibility to investigate complaints of harassment has been assigned to Human Resources.

Teammates who believe they have been harassed or discriminated against may also file a formal complaint with either or both of the government agencies listed below:

The Equal Employment Opportunity Commission (EEOC) is the federal agency that investigates harassment complaints, including claims of sexual harassment. The EEOC can be reached at:

John F. Kennedy Federal Building  
475 Government Center  
Boston, MA 02203  
Tel: 800-669-4000  
Fax: 617-565-3196  
TTY: 800-669-6820

The Rhode Island Commission for Human Rights (RICH) is the state agency responsible for handling complaints of harassment, including sexual harassment. The RICH can be reached at:

180 Westminster Street, 3rd Floor  
Providence, RI 02903

Tel: 401-222-2661  
Fax: 401-222-2616  
TTY: 401-222-2664

## **Whistleblower Protections**

Teammates, applicants, and prospective Teammates have the right under the Rhode Island Whistleblowers' Protection Act to complain of workplace practices or policies that they believe to be in violation of law, against public policy and/or fraudulent or unethical.

The Company will not take any adverse employment action or otherwise retaliate against any Teammate (or a person acting on behalf of the Teammate) who:

- Reports (or is about to report) to the Teammate's supervisor or a public body a violation of law, regulation or rule promulgated under the law, which the Teammate knows or reasonably believes has occurred or is about to occur;
- Is requested by a public body to testify or participate in an investigation, hearing or inquiry held by the public body or in a court action; or
- Refuses to violate or assist in violating federal, state or local law, rule or regulation.

Teammates who wish to report such violations should contact their **supervisor or manager, any member of management or Human Resources**. Teammates may also contact the **Company's Ethics Line at 888-325-7882 or online at [www.adv.ethicspoint.com](http://www.adv.ethicspoint.com)**. Teammates should also consult the Reporting and Anti-Retaliation policy set forth in the Handbook for further information about reporting potential misconduct and about protections from retaliation.

## **Meal Breaks**

Teammates who work six or more continuous hours are entitled to at least a 20-minute meal break. Teammates who work eight or more continuous hours will be provided at least a 30-minute meal break. During the meal break, Teammates will be relieved of all duties.

A 30-minute, uninterrupted meal break will be unpaid for nonexempt Teammates. Teammates may not take a shorter meal break or skip a meal break to leave work early.

All nonexempt Teammates must record their meal breaks.

Any Teammate who is unable to take all of the meal breaks to which they are entitled in accordance with this policy, or who has been prevented or discouraged from taking a meal break to which they are entitled under this policy, should immediately notify a supervisor, Human Resources.

## **Paid Sick and Safe Leave**

The Company provides eligible Teammates with paid sick and safe leave in accordance with the requirements of Rhode Island's Healthy and Safe Families and Workplaces Act ("HSFWA").

**The accrual only applies to eligible Teammates who do not receive sufficient Paid Sick Leave under the Company's main paid sick leave policy. Teammates who receive**

**sufficient time under that policy do not receive additional time under this policy, unless required by law.**

### ***Eligibility***

All Teammates (including those working on a full-time, part-time or per diem basis) are generally eligible to accrue paid sick and safe leave if their primary place of work is in Rhode Island now or has been in Rhode Island within the previous 12 months. For purposes of this policy, the “primary place of work” means the Teammate works in Rhode Island more than any other state.

### ***Accrual and Use of Sick and Safe Leave***

Eligible Teammates begin to accrue paid sick and safe leave on their first day of actual work. Sick and safe leave accrues at a rate of one hour of leave for every 35 hours worked. Eligible Teammates can accrue up to a maximum of 40 hours of paid sick and safe leave in a given calendar year.

For accrual purposes, salaried exempt Teammates will be assumed to work 40 hours in a week unless the Teammate’s regular workweek is less than 40 hours, in which case sick and safe leave accrues based upon that regular scheduled workweek. Nonexempt Teammates accrue paid sick and safe leave on all hours worked, including overtime hours. Teammates will also accrue paid sick and safe leave for all hours during which they are using paid time off benefits. Teammates do not accrue paid sick and safe leave for hours off, without pay.

Regular Teammates may not use accrued paid sick and safe leave until their 91st day of employment.

For each use of paid sick and safe leave, Teammates must take a minimum of one hour of leave per day. Eligible Teammates can use up to 40 hours of sick and safe leave in a given calendar year.

Teammates are not required to search for or find a Teammate to cover their work in order to take paid sick and safe leave.

### ***Reasons Sick and Safe Leave May be Used***

Teammates may use paid sick and safe leave for the following reasons:

- Because of the mental or physical illness, injury or health condition of the Teammate or the Teammate’s covered relation;
- For the diagnosis, care or treatment of the mental or physical illness, injury or health condition of the Teammate or the Teammate’s covered relation;
- For preventive medical care for the Teammate or the Teammate’s covered relation;
- Because the Teammate or their covered relation is a victim of domestic violence, sexual assault or stalking;
- If either the Teammate’s place of business or the Teammate’s child’s school or place of care is closed by order of a public official due to a public health emergency;

- Because health authorities with jurisdiction or a health care provider have determined that the presence of the Teammate or the Teammate's covered relation in the community may jeopardize the health of others because of their exposure to a communicable disease (even if the Teammate or covered relation have not actually contracted the disease).

For purposes of this policy, "covered relation" includes a:

- Child (including a biological, adopted, foster or stepchild, a legal ward, the child of a domestic partner or a child for whom the Teammate stands *in loco parentis*);
- Parent (including a biological, adoptive, foster or stepparent, parent-in-law, legal guardian or a person who acted as a parent or stood *in loco parentis* to the Teammate or Teammate's spouse or domestic partner when they were minors);
- Spouse (including a common law spouse, civil union partner or domestic partner);
- Sibling (including a biological (whole- or half-blood), adopted or foster sibling or a stepsibling);
- Grandparent;
- Grandchild;
- A person for whom the Teammate is responsible for providing or arranging health- or safety-related care, including, but not limited to, helping the person obtain diagnostic, preventive, routine or therapeutic health treatment or ensuring the person is safe following domestic violence, sexual assault or stalking; and
- A member of the Teammate's household (i.e., a person residing at the same physical address as the Teammate or a person the Teammate claims as a dependent for federal tax purposes).

Teammates cannot use sick and safe leave as an excuse to be late for work without an authorized purpose.

### ***Requesting Sick and Safe Leave and Documentation***

To provide notice of the need to use paid sick and safe time, Teammates should contact their supervisor. When possible, a request for paid sick and safe leave should include notice of the expected duration of the leave.

If the need for paid sick and safe leave is foreseeable (i.e., planned at least 24 hours in advance), Teammates must notify the Company as soon in advance as possible, but in no event less than 24 hours before leave begins, of the need for leave. Teammates must make reasonable efforts to schedule the foreseeable use of paid sick and safe leave in a manner that does not unduly disrupt Company operations. If the need for paid sick and safe leave is unforeseeable, Teammates should provide notice as soon as practical.

If paid sick and safe leave is used for more than three consecutive workdays, the Company may require that the Teammate provide reasonable documentation that the paid sick and safe leave was used for a covered purpose. The Company may also require written documentation

regarding use of sick and safe leave that occurs during the two weeks prior to a Teammate's final scheduled day of work before the end of employment.

For a medical-related absence, a Teammate can satisfy this requirement by providing documentation signed by a licensed health care professional. For leave related to domestic violence, sexual assault or stalking, the Teammate can provide any of the following documents:

- Police report;
- Court document;
- Signed statement of a victim and witness advocate; or
- The Teammate's own written statement.

Documentation should not explain the nature of an illness or the details of domestic violence, sexual assault or stalking, unless otherwise required by applicable law.

If obtaining the required documentation will result in an unreasonable cost or burden for the Teammate, the Company may allow the Teammate to submit a signed statement indicating that their use of sick and safe leave was for a covered purpose.

#### ***Paid Sick and Safe Leave Carryover***

Accrued, unused paid sick and safe leave may be carried over from year to year. However, Teammates may not use paid sick and safe leave in excess of the annual maximum accrual, as set forth above. The Company does not offer pay in lieu of actual sick and safe leave.

#### ***Effect on Other Rights and Policies***

The Company may provide other forms of leave for Teammates to care for medical conditions or for reasons related to domestic violence or family leave under certain federal and state laws. In certain situations, sick and safe leave under this policy may run at the same time as leave available under another federal or state law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Teammates should contact their Human Resources representative for information about other federal or state medical, domestic violence or family leave rights.

#### ***Integration with Other Benefits***

It is a Teammate's responsibility to apply for any applicable benefits for which the Teammate may be eligible as a result of the illness or disability, including temporary disability insurance, temporary caregiver insurance, workers' compensation insurance and/or any other disability insurance benefits. If a Teammate elects to integrate paid sick leave with other paid benefits, the Company will integrate all paid benefits such that a Teammate will not be paid more than their regular compensation at any time.

#### ***Confidentiality***

The Company will keep confidential information regarding Teammates' use of paid sick and safe leave. Health information and information pertaining to domestic violence, sexual assault, sexual

contact or stalking related to a Teammate or the Teammate's covered relation will be treated as confidential and not disclosed except to the affected Teammate or with that Teammate's permission, unless otherwise required by applicable law.

### ***Rate of Pay***

Paid sick and safe leave is compensated at the same hourly rate and with the same benefits, including healthcare benefits, a Teammate normally earns during hours worked, or at minimum wage (whichever is greater).

### ***Separation from Employment***

Compensation for accrued and unused paid sick and safe leave is not provided upon separation from employment for any reason.

Teammates who are rehired within 135 days of the end of employment will have their previously accrued, unused sick and safe leave reinstated and will be allowed to use accrued leave and begin accruing additional leave at the start of reemployment.

### ***Retaliation Prohibited***

The Company will not retaliate, or tolerate retaliation, against Teammates because they take paid sick and safe leave in accordance with this policy or otherwise exercise their rights under the HSWA.

### ***Temporary Caregiver Insurance Program and Leave***

Rhode Island provides temporary caregiver insurance (TCI) to Teammates who are unable to perform their work duties for any of the following reasons:

- To care for or bond with a newborn (under one year old), adopted or foster child; or
- To care for a seriously ill child, spouse, parent, parent-in-law, grandparent or domestic partner.

For purposes of this policy, a child includes a biological, adopted, foster, or stepchild, as well as a legal ward, a son or daughter of a domestic partner, or a son or daughter of a Teammate who stands *in loco parentis*, or in the place of a parent, to the child. A parent includes a biological, foster, adoptive, or stepparent, as well as a legal guardian or other person who stood *in loco parentis*, or in the place of a parent, to the Teammate or the Teammate's spouse or domestic partner when they were children.

Teammates eligible for TCI benefits are those who are eligible for unemployment insurance benefits. An individual must be out of work for at least seven consecutive days in order to be eligible for TCI benefits.

Teammates must provide the Company with a written notice of their intent to take TCI leave at least 30 days before leave will begin. Failure to provide notice may delay or reduce benefits unless the need for leave was unforeseeable or the timing of the leave changes for unforeseeable reasons. Teammates must also file a certificate form with the Department of Labor and Training

to receive TCI benefits. The Company will keep any information provided in connection with TCI leave confidential, to the extent possible and in accordance with applicable law.

TCI provides up to six weeks of wage replacement at two-thirds of a Teammate's regular wages per benefit year. The leave is paid by the state and funded by deductions from Teammates' compensation.

The Company will maintain Teammates' existing health benefits during the leave as if the Teammate had continued in employment rather than taken leave. Teammates remain responsible for any of their shared costs associated with the health benefits.

If a leave qualifies under the TCI program and the federal Family and Medical Leave Act (FMLA) and/or the Rhode Island Parental and Family Medical Leave Act (RIPFMLA), the leave will count against the Teammate's entitlement under those laws and will run concurrently.

At the conclusion of the six weeks of TCI leave, Teammates will be reinstated to their former position or a position with equivalent seniority, status, benefits, pay and other employment terms and conditions, including fringe benefits and service credits to which the Teammate was entitled when leave began, in accordance with the TCI law.

## **SOUTH CAROLINA SUPPLEMENT**

### **IMPORTANT DISCLAIMER**

THIS HANDBOOK, WHICH INCLUDES THE COMPANY'S ADV TEAMMATE HANDBOOK AND THE SOUTH CAROLINA SUPPLEMENT (TOGETHER, THE "HANDBOOK"), IS SUBJECT TO CHANGE AT THE SOLE DISCRETION OF THE COMPANY. MANY OF THE POLICIES CONTAINED IN THE HANDBOOK ARE BASED ON LEGAL PROVISIONS, INTERPRETATIONS OF LAW, AND TEAMMATE RELATIONS PRINCIPLES, ALL OF WHICH ARE SUBJECT TO CHANGE. THESE POLICIES AND PROCEDURES ARE NOT INTENDED TO BE ALL-INCLUSIVE. PURSUANT TO SOUTH CAROLINA CODE ANN. §41-1-110, THE HANDBOOK IS NOT A CONTRACT OF EMPLOYMENT. NOTHING IN THE HANDBOOK SHALL BE CONSTRUED TO BE A CONTRACT, AND THE COMPANY HAS THE RIGHT, AT ITS DISCRETION, TO MODIFY THE HANDBOOK AT ANY TIME. NOTHING LIMITS THE COMPANY'S RIGHT TO TERMINATE EMPLOYMENT. ALL TEAMMATES ARE TEAMMATES AT WILL AND ARE FREE TO LEAVE COMPANY AT ANY TIME, FOR ANY REASON, OR FOR NO REASON AT ALL.

AS A CORRESPONDING RIGHT, COMPANY HAS THE SAME RIGHT TO TERMINATE A TEAMMATE AT ANY TIME, FOR ANY REASON, OR FOR NO REASON AT ALL. THE COMPANY REMAINS THE FINAL AUTHORITY AS TO THE PROPER INTERPRETATION AND APPLICATION OF THE PROVISIONS OF THE HANDBOOK AND SOUTH CAROLINA SUPPLEMENT. NO ONE EXCEPT THE CEO HAS THE AUTHORITY TO WAIVE OR MODIFY ANY OF THE PROVISIONS OF THE HANDBOOK, OR MAKE REPRESENTATIONS TO THE CONTRARY, AND ANY SUCH WAIVER OR MODIFICATION IS REQUIRED TO BE IN WRITING AND SIGNED BY THE CEO AND THEIR AUTHORIZED REPRESENTATIVE AND BY THE TEAMMATE OR THE TEAMMATE'S AUTHORIZED REPRESENTATIVE. ANY ORAL AND WRITTEN STATEMENTS OR PROMISES TO THE CONTRARY ARE HEREBY EXPRESSLY DISAVOWED AND SHOULD NOT BE RELIED UPON BY ANY TEAMMATE. THIS HANDBOOK SUPERSEDES AND REPLACES ALL PRIOR HANDBOOKS, POLICIES, AND PROCEDURES. IF AT ANY TIME YOU HAVE QUESTIONS, PLEASE ASK YOUR MANAGER OR HUMAN RESOURCE REPRESENTATIVE.

### **ACKNOWLEDGEMENT**

I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THE COMPANY'S HANDBOOK AND THE SOUTH CAROLINA SUPPLEMENT TO THE HANDBOOK (TOGETHER, THE "HANDBOOK") ADOPTED 2023. I UNDERSTAND THAT I AM RESPONSIBLE FOR READING, UNDERSTANDING, AND ABIDING BY THE CONTENTS OF THE HANDBOOK. I FURTHER UNDERSTAND THAT ALL THE POLICIES CONTAINED IN THE HANDBOOK ARE SUBJECT TO CHANGE AT THE SOLE DISCRETION OF THE COMPANY. I UNDERSTAND THESE POLICIES ARE NOT INTENDED TO BE ALL-INCLUSIVE. I FURTHER UNDERSTAND THAT NOTHING IN THESE POLICIES AND PROCEDURES CREATES A CONTRACT OF EMPLOYMENT, THAT I AM A TEAMMATE AT-WILL, AND MY EMPLOYMENT MAY BE TERMINATED AT ANY TIME, EITHER BY ME OR THE COMPANY, WITH OR WITHOUT CAUSE. I RECOGNIZE THAT CHANGES IN THESE POLICIES WILL IN NO WAY ALTER THE "AT-WILL" NATURE OF MY EMPLOYMENT.

Teammate Name (Print) \_\_\_\_\_

Teammate Signature \_\_\_\_\_

Date \_\_\_\_\_

## **TENNESSEE SUPPLEMENT**

### **Abusive Conduct Prevention**

It is the Company's policy to provide a work environment that is free from abusive conduct. Accordingly, the Company will not tolerate abusive behavior in the workplace and expects Teammates to perform their jobs productively during working times and refrain from malicious, patently offensive, threatening, violent or other abusive conduct or behaviors.

For purposes of this policy, abusive conduct refers to acts or omissions that would cause a reasonable person, based on the severity, nature, and frequency of the conduct, to believe they were subject to an abusive work environment. Examples of abusive conduct in the workplace include repeated verbal abuse; verbal, nonverbal, or physical conduct of a threatening, intimidating, or humiliating nature; or the sabotage of a Teammate's work performance. Abusive conduct does not include reasonable oversight, such as performance reviews, coaching, requests or the exercise of other supervisory responsibilities.

### ***Protection Against Retaliation***

The Company prohibits retaliation against a Teammate for using the Company's complaint procedure in accordance with this policy, reporting proscribed abusive conduct or filing, testifying, assisting, or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

### ***How to Report Incidents of Abusive Conduct and/or Retaliation***

Teammates who believe they have been subjected to abusive conduct or retaliation in violation of this policy, or who are aware of such behavior perpetrated against others, should immediately provide a written or verbal report to their supervisor, any other member of management, Human Resources or the ethics hotline.

Teammates are not required to make a complaint directly to their immediate supervisor or to the individual alleged to have exhibited the abusive conduct. Supervisors and managers who receive complaints of misconduct must immediately report such complaints to Human Resources who will attempt to resolve issues internally.

When a report is received, the Company will conduct a fair, timely, thorough, and objective investigation. The Company expects all Teammates to fully cooperate with any investigation conducted by the Company into a complaint of proscribed abusive conduct. The Company will maintain confidentiality surrounding the investigation to the extent possible and to the extent permitted under applicable federal and state law.

Upon completion of the investigation, the Company will communicate its conclusion as soon as practical. If the Company determines that this policy has been violated, remedial action will be taken, commensurate with the severity of the offense, up to and including termination of employment. Appropriate action will also be taken to deter any such conduct in the future.

## **Meal Breaks**

The Company requires all Teammates to take a 30-minute meal break when they are scheduled to work six consecutive hours. Meal breaks will not be scheduled before or during the first hour of work. An exception to this policy may apply when the nature of a Teammate's position allows them ample opportunity to rest or take an appropriate break.

An uninterrupted 30-minute meal break will be unpaid for nonexempt Teammates. All nonexempt Teammates must record their meal breaks.

Teammates who are unable to take all of the meal breaks to which they are entitled in accordance with this policy, or who have been prevented or discouraged from taking a break to which they are entitled under this policy, should immediately notify Human Resources.

## **Parental Leave**

### ***Eligibility and Leave Entitlement***

Full-time Teammates, employed with the Company for at least 12 consecutive months, are eligible for up to four months of leave for adoption, pregnancy, childbirth and/or nursing an infant. For leaves taken due to adoption, the four-month period will begin at the time the Teammate receives custody of the child.

Leave under this policy will run concurrently with any other leave to which the Teammate is entitled including, when applicable, the federal Family and Medical Leave Act (FMLA).

### ***Pay and Benefits During Leave***

Leave taken under this policy will be without pay. Such leave will not affect a Teammate's right to receive benefits such as vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which the Teammate was eligible on the date the leave began. The Company will not pay for the cost of any benefits, plans or programs during a leave of absence taken under this policy unless otherwise required to do so by law. For example, Teammates may be entitled to certain health care benefits under the FMLA if the time off qualifies for protection under that law.

### ***Reinstatement***

Teammates will be restored to their previous position, or to a similar position with the same status, pay, length of service credit and seniority as they had on the date their leave began *provided* they give the Company at least three months' advance notice of the anticipated date of departure for such leave, the length of the leave and the Teammate's intention to return to full-time employment after the leave.

The following Teammates will not forfeit the right to reinstatement solely because they failed to give three months' advance notice:

- Teammates who are prevented from giving the required three months' notice because of a medical emergency that necessitates that the leave begin earlier than originally anticipated, and

- Teammates who are prevented from giving three months' advance notice because the notice of adoption was received less than three months in advance of the leave.

Teammates may be denied reinstatement under the following conditions:

- When the Teammate's job position is so unique that, after reasonable efforts, the Company is unable to fill the position temporarily.
- If the Company learns that the Teammate actively pursued other employment opportunities during the leave period.
- If the Company learns that the Teammate worked part-time or full-time for another employer during the period of leave.

The Company will notify a Teammate that they will not be reinstated as soon as it learns that one of the above conditions applies.

## **VERMONT SUPPLEMENT**

### **Sexual and Other Prohibited Harassment**

The Company is committed to providing a work environment free of harassment. Sexual harassment and harassment based on race, color, religion, national origin, sex (including pregnancy), sexual orientation, gender identity, ancestry, place of birth, age (18 and over), physical or mental disability or medical condition, HIV status, genetic information or membership in the Reserves or National Guard are unlawful in the workplace. The Company will not tolerate discrimination or harassment based on these characteristics or any other characteristic protected by applicable federal, state or local law.

All Teammates are expected to comply with the Company's Sexual and Other Prohibited Harassment policy as set forth in the Handbook. While the Sexual and Other Prohibited Harassment policy sets forth the Company's goals of promoting a workplace that is free of harassment, the policy is not designed or intended to limit the Company's authority to discipline or take remedial action for workplace conduct that we deem unacceptable, regardless of whether that conduct satisfies the definition of unlawful harassment.

In addition to the complaint procedures set forth in the Handbook, any Teammate who believes they have been harassed or discriminated against, or who is aware of harassment or discrimination against others, should immediately provide a written or verbal report to their supervisor or manager, any member of management or Human Resources. Teammates may also contact the Company's Ethics Line at 888-325-7882 or online at [www.adv.ethicspoint.com](http://www.adv.ethicspoint.com).

Teammates who believe they have been harassed or discriminated against may also file a formal complaint with either or both of the government agencies listed below.

The state agency responsible for complaints of harassment is the State of Vermont Attorney General's Office – Public Protection Division Civil Rights Unit.

109 State Street  
Montpelier, VT 05609-1001  
(888) 745-9195 (toll free VT)  
(802) 828-3657  
(802) 828-3665 (TTY)  
(802) 828-2154 (Fax)  
Website: <http://www.state.vt.us/atg/>

The Equal Employment Opportunity Commission (EEOC) is the federal agency that investigates harassment claims, including claims of sexual harassment. The EEOC can be reached at:

John F. Kennedy Federal Building, 475 Government Center, Boston, MA 02203,  
telephone number (800) 669-4000.

It is unlawful to retaliate against a Teammate for filing a complaint of sexual harassment or for cooperating in an investigation of sexual harassment.

Teammates who believe they have been unlawfully harassed or retaliated against may file a complaint with the Attorney General's Office or the EEOC. These agencies serve as neutral fact-finders and attempt to help the parties voluntarily resolve disputes.

## **Bathroom and Meal Breaks**

Teammates will be given reasonable opportunities during work periods to eat and to use toilet facilities in order to protect the health and hygiene of the Teammate.

## **Paid Sick and Safe Time (Accrual Method)**

The Company provides paid sick and safe time to eligible Teammates in compliance with the requirements of the Vermont Earned Sick Time Law (VESTL).

**The accrual only applies to eligible Teammates who do not receive sufficient Paid Sick Leave under the Company's main paid sick leave policy. Teammates who receive sufficient time under that policy do not receive additional time under this policy, unless required by law.**

### ***Eligibility***

All Teammates whose primary place of work is in Vermont are eligible to accrue paid sick and safe time, except those Teammates who are under the age of 18, work an average of less than 18 hours per week in a year or are employed by the Company for 20 weeks or less in a 12-month period in a job scheduled to last 20 weeks or less. In addition, Teammates who: work intermittently or on a per diem basis; work only when available; are under no obligation to work for the Company; and have no expectation of continuing employment with the Company, are not eligible for sick and safe time under this policy.

### ***Accrual and Use of Paid Sick and Safe Time***

Eligible Teammates begin to accrue paid sick and safe time on upon their first day of employment.

Eligible Teammates accrue paid sick and safe leave at the rate of one hour of leave per every 52 hours worked up to a maximum annual accrual of 40 hours per calendar year. For accrual purposes, salaried exempt Teammates will be assumed to work 40 hours in a week unless the Teammate's regular workweek is less than 40 hours, in which case sick and safe time accrues based upon that regular workweek. Nonexempt Teammates accrue paid sick and safe time for all hours worked, including overtime hours.

Eligible Teammates may begin using accrued paid sick and safe leave after one year of employment with the Company.

A Teammate's use of paid sick and safe leave is limited to 40 hours per calendar year. Paid sick and safe time can be used in increments of one hour.

Teammates are not required to find a Teammate to cover their work when they take paid sick and safe time and are not required to work an alternative shift to make up for the use of such time.

### ***Reasons Sick and Safe Time May be Used***

Teammates may use paid sick and safe time for the following reasons:

- For an absence resulting from the Teammate's own physical or mental illness or injury;
- For the Teammate's need for professional diagnostic, preventive, routine or therapeutic health care for a medical condition;
- To provide care for a family member who is suffering from a physical or mental illness, injury or medical condition that requires home care, professional medical diagnosis or care or preventative medical care;
- To assist a sick or injured family member in obtaining diagnostic, preventive, routine or therapeutic health treatment;
- To accompany a Teammate's parent, grandparent, spouse, or parent-in-law to an appointment related to their long-term care;
- To accommodate the Teammate's need to care for a family member whose school or place of business is closed for public health or safety reasons; or
- To arrange for social or legal services or obtain medical care or counseling for the Teammate or the Teammate's family member because the Teammate or Teammate's family member is a victim of or is relocating as a result of domestic violence, sexual assault or stalking.

For purposes of this policy, "family member" means a parent, grandparent, spouse, child (by birth or adoption), stepchild, brother, sister, parent-in-law, grandchild, foster child, legal ward, or child for whom the Teammate has assumed the responsibilities of parenthood or is standing *in loco parentis*.

### ***Requesting Paid Sick and Safe Time/Documentation***

Teammates must, to the extent possible, make a good faith effort to provide advance notice of the need to use sick and safe time. A Teammate planning to use accrued sick and safe time must make reasonable efforts to avoid scheduling routine or preventive health care during regular work hours or provide notice as soon as practicable of the intent to take earned sick and safe time and the expected duration of the absence. To provide notice of the need to use paid sick and safe time, Teammates should contact their supervisor and specify that they are using earned sick and safe time. The Company may require Teammates to provide reasonable proof that they used sick and safe time for an allowable purpose.

### ***Rate of Pay***

Sick and safe time is paid based on the Teammate's normal hourly wage rate or the state's minimum wage, whichever is greater.

## ***Leave Carryover***

Accrued, unused paid sick and safe time may be carried over from year to year, up to a maximum carryover amount of 40 hours per calendar year, any unused sick and safe leave above the maximum carryover amount will be forfeited.

The Company does not offer pay in lieu of actual sick and safe time.

## ***Effect on Other Rights and Policies***

The Company may provide other forms of leave for Teammates to care for medical conditions or for issues related to domestic violence under certain federal, state, and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state, or municipal law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Teammates should contact their Human Resources representative for information about other federal, state, and municipal medical or family leave rights.

## ***Separation from Employment***

Compensation for accrued and unused paid sick and safe time is not provided upon separation from employment for any reason. If a Teammate is rehired, previously unused paid sick and safe leave will not be reinstated. For rehired Teammates, the previous period of service will count towards the Teammate's one-year waiting period only if the Teammate was discharged by the Company and is rehired within 12 months after the discharge. Teammates who are terminated *after* completing the one-year waiting period may use and accrue sick leave immediately upon reinstatement. Teammates who are terminated *before* completing the waiting period will, upon reinstatement, have the same time remaining in the waiting period as on the date of the termination. If the Teammate voluntarily terminated their employment with the Company, their previous service will not count toward the one-year waiting period.

## ***Retaliation***

The Company will not retaliate or tolerate retaliation against any Teammate because the Teammate lodges a complaint of a violation of the VESTL or cooperates with the state labor department in an investigation of a violation.

## ***Crime Victim Leave***

### ***Leave to Testify in Legal Proceedings***

A Teammate may be eligible to take time off from work to honor a subpoena to testify in a legal proceeding if they are a victim of a crime or family member or representative of a victim. For purposes of this policy, a "victim" means a person who sustained physical, emotional, or financial injury or who died as a direct result of the commission or attempted commission of a crime or act of delinquency, as well as the family members of a minor, a person who has been found to be incompetent or a homicide victim. Also for purposes of this policy, a "family member" includes a spouse, child, sibling, parent, next of kin, domestic partner or legal guardian of a victim.

The Company will not terminate or otherwise discipline eligible Teammates for taking time off under this policy.

Time off under this policy will be without pay, except that exempt Teammates will be paid in accordance with applicable law.

### ***Leave to Attend a Deposition or Court Proceeding***

Eligible Teammates will be allowed time off from work for the purpose of attending a deposition or court proceeding related to:

- A criminal proceeding, when the Teammate is an alleged victim and has a right or obligation to appear at the proceeding;
- A relief from abuse hearing, when the Teammate seeks the order as plaintiff;
- A hearing concerning an order against stalking or sexual assault, when the Teammate seeks the order as plaintiff; or
- A relief from abuse, neglect or exploitation hearing when the Teammate is the plaintiff.

For purposes of this policy, an “alleged victim” means a person who is alleged in an affidavit filed by a law enforcement official with a prosecuting attorney of competent state or federal jurisdiction to have sustained physical, emotional, or financial injury or death as a direct result of the commission or attempted commission of a crime or act of delinquency. “Alleged victim” also includes that person’s family member, if the person is a minor, a person who has been found to be incompetent or a homicide victim. The “family member” of an alleged victim means an individual who is not identified in the affidavit as the defendant and is the alleged victim’s child (including a foster child, stepchild or legal ward who lives with the alleged victim), spouse, domestic partner, civil union partner, sibling, grandparent, grandchild, parent, parent of the alleged victim’s spouse, domestic partner or civil union partner, legal guardian or an individual for whom the alleged victim stands in loco parentis or who stood in loco parentis for the alleged victim when the alleged victim was a child.

Teammates are eligible for leave if the Company has continuously employed them for a period of six months for an average of at least 20 hours per week.

Teammates are not eligible for leave if, prior to requesting the leave, they received, or provided, notice of termination of their employment with the Company. The Company may also deny a Teammate’s request for leave under this policy if the Teammate’s absence would require the Company to suspend all business operations at a location that is open to the general public.

Leave under this policy will be in addition to and not run concurrently with leave under the Vermont Parental and Family Leave Act. For additional information, see the Parental and Family Leave policy included in this Vermont supplement.

Leave for a crime victim to attend a deposition or court proceeding is generally unpaid, except that exempt Teammates will be paid when required under applicable law and all Teammates may elect to use any accrued sick leave, vacation, or other accrued paid leave. Use of accrued paid leave does not extend the length of leave.

Teammates will be permitted to continue employment benefits during the leave at the same level and under the same conditions that coverage would have been provided had the Teammate

continued in employment rather than take leave. Teammates will be required to continue to pay their portion of the cost of benefits during the leave.

Upon return from leave, Teammates will be offered the same or a comparable position at the same level of compensation, benefits, seniority and other terms and conditions of employment. Reinstatement may be denied, however, if during the leave, the Teammate's job would have been terminated or the Teammate would have been laid off for reasons unrelated to the leave.

## **VIRGINIA SUPPLEMENT**

### **Reasonable Accommodations for Individuals with Disabilities**

Teammates and job applicants have the right to be free from discrimination on the basis of disability and the right to request reasonable accommodations for disabilities. It is unlawful for an employer in Virginia with five or more Teammates to take certain actions against a job applicant or Teammate because of disability. Accordingly, the Company will not:

- Fail or refuse to hire, discharge or otherwise discriminate against any individual on the basis of disability;
- Refuse to make reasonable accommodation to the known physical and mental impairments of an otherwise qualified person with a disability, if necessary to assist that person in performing a particular job, unless the accommodation would impose an undue hardship on the Company's business, consistent with Virginia law;
- Take adverse action against a Teammate because they request or use a reasonable accommodation in accordance with this policy;
- Deny employment or promotion opportunities to an otherwise qualified applicant or Teammate because the Company will be required to make reasonable accommodation(s) consistent with this policy; or
- Require a Teammate to take leave if another reasonable accommodation can be provided to the known limitations related to the disability.

The Company will make reasonable accommodations for the known physical or mental impairments of an otherwise qualified Teammate or applicant with a disability, unless undue hardship would result. Teammates with questions or concerns regarding this policy or who would like to request an accommodation should contact Human Resources. Teammates should also consult the Disability and Accommodation policy provided the Company's Handbook. The Company will engage in a timely, good faith interactive process with a Teammate who requests an accommodation. The Company has the right to choose among equally effective accommodations.

## **WASHINGTON SUPPLEMENT**

### **Meal and Rest Breaks**

#### ***Meal Breaks***

Nonexempt Teammates working more than five hours in a shift will be provided a meal break of at least 30 minutes. The meal break must be taken between the second and the fifth hour of work. An additional meal break will be provided for each additional five hours of work and will be given within five hours from the end of the first meal break. Nonexempt Teammates who work three or more hours longer than the normally scheduled shift will be provided at least one 30-minute meal break before or during that extra work time.

Uninterrupted meal breaks of at least 30 minutes, during which the Teammate is completely relieved from duty, are unpaid. Because meal breaks are unpaid, Teammates must record their start and stop times. Meal breaks may be voluntarily waived by a Teammate. Any such waiver may be revoked by the Teammate or the Company. A Teammate who is required to work through some or all of a 30-minute meal break or whose 30-minute meal break is interrupted should report it to Human Resources. If a Teammate does not report a missed or interrupted meal break, the Company will assume the Teammate voluntarily waived the meal break.

#### ***Rest Breaks***

Nonexempt Teammates must take a 10-minute paid rest break for every four hours worked and must not work more than three consecutive hours without a paid 10-minute rest break. A rest break taken in a 10-minute block must be scheduled as near as possible to the midpoint of the work period. A Teammate's paid rest breaks do not have to be scheduled in 10-minute blocks if the nature of the work allows the Teammate to take shorter, intermittent rest breaks totaling 10 minutes for every four hours worked. A Teammate may not waive a paid rest break.

Any Teammate who does not receive a rest break in accordance with this policy should report it to Human Resources. If a Teammate does not report a missed rest break, the Company will assume the Teammate took his or her rest breaks as required by this policy.

#### ***Responsibilities***

Teammates are expected to take their meal and rest breaks and management is expected to ensure that Teammates take meal and rest breaks in accordance with this policy. Supervisors may not pressure or coerce Teammates to work through their meal or rest breaks. Any Teammate who feels they have been pressured or coerced into working through a meal or rest break should immediately report the situation to Human Resources..

Any Teammate, supervisor or manager who fails to observe the applicable guidelines in this policy will be subject to discipline, up to and including termination of employment. Violations of this policy should be reported to Human Resources. Every report will be fully investigated, and corrective action will be taken when appropriate. The Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Company's investigation of such reports.

## **Washington Paid Family and Medical Leave**

In accordance with the Washington Paid Family and Medical Leave Act (“WA PFMLA”), eligible Teammates may be entitled to a leave of absence with partial wage replacement benefits from the State of Washington Employment Security Department (“Department”) for absences due to their own serious health condition, or to care for a family member with a serious health condition, bond with a new child, or assist with obligations that arise when a family member is called into active military service.

### ***Teammate Eligibility***

Teammates are eligible for WA PFMLA leave and partial wage replacement benefits if they meet the eligibility requirements as determined by the Department. Generally this means that Teammates must have worked 820 hours in “employment” (as defined by the WA PFMLA), for any employer in Washington State, during the qualifying period (*i.e.*, first four of the last five completed calendar quarters or, if eligibility is not established, the last four completed calendar quarters immediately preceding the application for leave).

### ***Reasons for and Length of Leave***

During a benefit year, eligible Teammates may be entitled to:

- Up to a maximum of 12 weeks of paid family leave to: (1) participate in providing care for a “family member” of the Teammate made necessary by the family member’s serious health condition; (2) bond with the Teammate’s child during the first 12 months following the child’s birth, or the first 12 months after the placement of a child under the age of 18 with the Teammate for adoption or foster care; or (3) attend to a “qualifying exigency,” as defined under the federal Family and Medical Leave Act (“FMLA”), arising from the “covered active duty” (as defined below) of a Teammate’s family member as a member of the military reserves, National Guard, or Armed Forces. Paid family leave can also be used during the seven calendar days following the death of the family member for whom the Teammate would have qualified for medical leave on the basis of the birth of the Teammate’s child or would have qualified for family leave for the purpose of bonding with a child following the child’s birth or placement.
- Up to a maximum of 12 weeks of paid medical leave to attend to their own serious health condition. Medical leave may be extended up to an additional two weeks (up to 14 weeks of medical leave) if the Teammate experiences a pregnancy-related serious health condition that results in incapacity.

An eligible Teammate may receive up to a combined total of 16 weeks of medical and family leave, or up to a combined total of 18 weeks if the Teammate experiences a pregnancy-related condition that results in incapacity. For Teammates who are eligible for leave based upon incapacity due to pregnancy or for prenatal care, leave taken during the first six weeks after birth (the “postnatal period”) will be presumed to be paid medical leave, unless the Teammate’s medical leave entitlement is fully or partially exhausted prior to the birth of the child or the Teammate chooses to use paid family leave, if available, during that postnatal period.

A Teammate is not entitled to WA PFMLA benefits for (a) absences caused by the Teammate’s willful intent to bring about injury to or sickness of the Teammate or another; (b) absences resulting from an injury or sickness sustained in the Teammate’s perpetration of an illegal act; (c)

any family or medical leave beginning before the Teammate is eligible for such benefits; (d) a period during which the Teammate is on suspension from employment; or (d) any period of time during which the Teammate works for remuneration or profit.

### **Definitions**

- “**Benefit year**” means a period of 52 consecutive calendar weeks beginning on Sunday of the week of the Teammate’s timely and complete application to the Department. Teammates will only have one “Benefit Year” at a time.
- “**Child**” means a biological, adopted, or foster child, a stepchild, a child’s spouse, or a child to whom the Teammate stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age (except for bonding leave) or dependency status.
- “**Covered Active Duty**” means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.
- “**Family Member**” means the Teammate’s spouse or state registered domestic partner, child, parent, grandparent, grandchild, or sibling. “Family member” also includes any individual who depends on the Teammate for care and either: (1) regularly resides in the Teammate’s home; or (2) is in a relationship that creates an expectation that the Teammate will care for the person. “Family member” does not include an individual who simply resides in the same home as the Teammate with no expectation that the Teammate care for them.
- “**Grandchild**” means a child of the Teammate’s child.
- “**Grandparent**” means a parent of the Teammate’s parent.
- “**Parent**” means the biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of a Teammate or the Teammate’s spouse or state registered domestic partner, or an individual who stood in loco parentis to a Teammate when the Teammate was a child.

### ***Wage Replacement Benefits***

Eligible Teammates may receive WA PFMLA wage replacement benefits from the Department. Wage replacement benefits are determined and administered by the Department, not the Company. The amount of wage replacement benefits is calculated based upon a Teammate’s average weekly wage in relation to the state average weekly wage and is capped at a maximum weekly benefit amount that is adjusted annually. When taking WA PFMLA for reasons other than family leave for a qualifying exigency, medical leave taken upon the birth of a child or family leave taken for bonding after the birth or placement of the Teammate’s child, payment of wage replacement benefits is subject to a waiting period of seven consecutive calendar days. The waiting period begins on the Sunday of the first week an eligible Teammate starts taking paid family or medical leave. A waiting period does not reduce the maximum duration of a Teammate’s

available paid family or medical leave. Teammates may use available accrued vacation, sick leave (if applicable), or other Company-provided paid time off during the waiting period.

The minimum claim duration is eight consecutive hours of leave meaning the Teammate claims at least eight consecutive hours at some point during the week beginning on Sunday at 12:00 a.m. and ending at 11:59 p.m. the following Saturday.

In any week in which a Teammate is eligible to receive benefits under federal or state unemployment compensation, industrial insurance, or disability insurance laws, the Teammate may be disqualified from receiving WA PFMLA wage replacement benefits.

### ***Intermittent and Reduced Schedule Leave***

Teammates may take WA PFMLA leave intermittently, which means taking leave in blocks of time, or on a reduced schedule basis, by reducing the Teammate's normal weekly or daily work schedule.

### ***Payroll Deductions***

WA PFMLA benefits are funded by both a Company contribution (if the Company has 50 or more Teammates in "employment" in Washington State) and a Teammate contribution.

Teammates must file an application for WA PFMLA benefits directly with the Department using the Department's forms.

Teammates must also provide advance notice to the Company as follows:

- When the need for WA PFMLA leave is foreseeable based on an expected birth, placement of a child, or planned medical treatment for a serious health condition, the Teammate must provide written notice to the Company at least 30 days in advance.
- When 30 days' notice is not possible, such as because of a lack of knowledge of approximately when WA PFMLA leave will be required to begin, a change in circumstances, or a medical emergency, the Teammate must provide written notice to the Company as soon as practicable.
- When the need for WA PFMLA leave due to a qualifying military exigency is foreseeable, the Teammate must provide written notice to the Company as soon as is practicable, regardless of how far in advance such leave is foreseeable.
- When the need for leave is not foreseeable, the Teammate must provide written notice to the Company as soon as is practicable under the facts and circumstances of the particular situation. If the Teammate is unable to provide notice personally, written notice may be given by another responsible party, such as the Teammate's spouse or domestic partner, neighbor, or coworker.

"As soon as is practicable" means as soon as it is both possible and practical to provide notice, taking into account all of the facts and circumstances in the individual situation.

Written notice should be provided to the Company and specify the anticipated timing and duration of the leave. 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. Failure to provide timely notice may result in the Department denying WA PFMLA benefits.

Teammates must advise the Company as soon as practicable if the dates of a scheduled WA PFMLA leave change or are extended, or if the dates of leave were initially unknown.

Teammates applying for WA PFMLA benefits must provide the Department supporting documentation or certification as required by the Department.

When using WA PFMLA concurrently with FMLA, Teammates must comply with the notice and certification requirements sent by Human Resources.

Teammates must make a reasonable effort to schedule treatment in a manner that does not unduly disrupt the Company's operations, subject to the approval of the Teammate's or family member's health care provider.

Whenever a Teammate who is qualified for WA PFMLA benefits is absent from work for family leave or medical leave for a period of more than seven consecutive days, the Company will provide the Teammate with a written statement of the Teammate's rights. The notice will be provided to the Teammate within five business days after the Teammate's seventh consecutive day of absence due to family or medical leave, or within five business days after the Company has received notice that the Teammate's absence is for such reasons, whichever is later.

### ***Health Benefits***

To the extent required by applicable law, if a Teammate takes WA PFMLA and there is at least one day of concurrent use with FMLA, the Company will continue making contributions to Teammate group health benefits during the WA PFMLA leave on the same terms as if the Teammate had continued to actively work. The Company will maintain health benefits from the date WA PFMLA began until the earlier of when WA PFMLA ends, or the Teammate returns from leave to any employment.

If Teammates want their benefits coverage to continue during the WA PFMLA leave, they must also continue to make the same premium payments that they are normally required to make for themselves or their dependents. Failure to make timely payments may result in termination of health insurance coverage.

### ***Effect on Other Rights and Paid Leave***

When both the FMLA and the WA PFMLA apply, the leave provided by each will count against the Teammate's entitlement under both laws and leave taken under the FMLA will run concurrently with leave taken under the WA PFMLA.

WA PFMLA is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth. When a Teammate takes leave for pregnancy disability under both the WA PFMLA and Pregnancy Disability Leave, the two leaves will run concurrently, but a Teammate's WA PFMLA entitlement or eligibility does not limit the amount of Pregnancy Disability Leave to which the Teammate may be entitled.

The Company will not require Teammates to take paid vacation, paid sick leave, or other forms of paid time off provided by the Company before, in place of, or concurrently with WA PFMLA. A

Teammate may choose whether to take Company-provided paid time off provided under a collective bargaining agreement or Company policy. However, such Company-provided paid time off will not be a supplemental benefit to WA PFMLA and may impact the amount of WA PFMLA benefits that the Teammate will receive from the Department.

### ***Return from Leave***

Teammates who return to work as scheduled at the end of WA PFMLA will be reinstated to the same position they held at the time the leave commenced, or to an equivalent position with comparable benefits, pay, and other terms and conditions of employment, under the following circumstances:

- The Company has 50 or more Teammates in “employment” (as defined by the WA PFMLA).
- The Teammate is in “employment” in Washington State (as defined by the WA PFMLA).
- The Teammate has been employed by the Company for twelve months or more.
- The Teammate has worked for the Company for at least 1,250 hours during the twelve months immediately preceding the date on which leave will commence.

For Teammates who do not meet the requirements for job reinstatement under the WA PFMLA, reinstatement is not guaranteed. Other laws that provide for reinstatement may apply, and the Company will comply with all applicable reinstatement requirements.

The Company may deny restoration to any salaried Teammate who is among the highest paid ten percent of the Teammates employed by the Company within 75 miles of the facility at which the Teammate is employed if:

- Denial is necessary to prevent substantial and grievous economic injury to the operations of the Company;
- The Company notifies the Teammate of its intent to deny restoration on such basis at the time the Company determines that the injury would occur; and
- The leave has commenced and the Teammate elects not to return to employment after receiving the notice.

### ***Protected Rights***

The Company takes its WA PFMLA obligations very seriously and will not interfere with, restrain, or deny the exercise of any right protected under the WA PFMLA. The Company will not discriminate or retaliate against any Teammate because that person uses or attempts to use WA PFMLA benefits. Teammates who believe their WA PFMLA rights have been violated in any way should immediately report the matter to Human Resources.

### ***Paid Sick and Safe Leave (Washington)***

The Company provides paid sick and safe leave to eligible Teammates in compliance with Washington State's paid sick and safe leave law (PSSLL). If a Washington Teammate works in

Seattle or Tacoma, the Company will comply with all applicable requirements of the paid sick leave ordinances of those cities that are more favorable to Teammates.

**The accrual only applies to eligible Teammates who do not receive sufficient Paid Sick Leave under the Company's main paid sick leave policy. Teammates who receive sufficient time under that policy do not receive additional time under this policy, unless required by law.**

### ***Eligibility***

All non-exempt Teammates (including full-time, part-time and temporary Teammates) who work in Washington are eligible to accrue paid sick and safe leave. Teammates who do not meet the definition of "Teammate" under the Washington Minimum Wage Act, such as Teammates employed in executive, administrative, professional and outside sales capacities (generally, exempt Teammates) are not eligible.

### ***Accrual and Use of Paid Sick and Safe Leave***

Eligible Teammates begin to accrue paid sick and safe time upon the first day of employment as part of their sick leave benefits.

Sick and safe time in the form of sick leave benefits under the Company's main sick leave policy accrues under this policy at a rate of one hour for every 40 hours worked, including overtime hours. There is no cap on accrual of Sick and Safe Time under this policy.

Teammates will not accrue paid sick and safe leave while using paid sick and safe leave or other paid time off. Teammates also will not accrue paid sick and safe leave during an unpaid leave of absence.

Teammates may begin to use their accrued paid sick and safe leave on the 90<sup>th</sup> calendar day after they begin working for the Company. Teammates can use paid sick and safe leave for an absence on any day for which they were required to work. Paid sick and safe leave may be used in increments of one hour or greater to cover all or just part of a workday.

Accrued but unused paid sick and safe leave will carry over from one year to the next, up to a maximum of 40 hours. Any additional time left in your bank is forfeited.

Teammates are not required to find a Teammate to cover their work when they take paid sick and safe leave. Paid sick and safe leave taken in accordance with this policy will not be counted as an absence or occurrence that may result in discipline under any Company policy.

### ***Reasons Sick and Safe Leave May be Used***

Eligible Teammates may use paid sick and safe leave for the following reasons:

- Because of the Teammate's or the Teammate's family member's mental or physical illness, injury or health condition;
- For the diagnosis, care or treatment of the Teammate's or the Teammate's family member's mental or physical illness, injury or health condition;

- For preventive medical care for the Teammate or the Teammate's family member;
- If either the Teammate's place of business or the Teammate's child's school or place of care is closed by order of a public official for a health-related reason (i.e., a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin or hazardous material; a closure for inclement weather is not a health-related reason);
- Absences that qualify for leave under the state's domestic violence leave law due to an incident of domestic violence, sexual assault or stalking of the Teammate or the Teammate's family member to:
  - Seek legal or law enforcement assistance or remedies to ensure the health and safety of the Teammate or the Teammate's family members;
  - Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault or stalking;
  - Attend to health care treatment for a victim who is the Teammate's 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 Teammate or the Teammate's 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 the Teammate's safety or the safety of the Teammate's family members from future domestic violence, sexual assault or stalking.

Eligible family members include:

- A spouse or registered domestic partner;
- A biological, adopted or foster child; stepchild; legal ward; or child to whom the Teammate stands in *loco parentis*, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- A biological, adoptive, de facto or foster parent, stepparent or legal guardian of the Teammate or Teammate's spouse or registered domestic partner; or a person who stood in *loco parentis* when the Teammate was a minor child;
- A sibling;
- A grandparent; or
- A grandchild.

For absences related to the Teammate's or family member's status as a victim of domestic violence, sexual assault or stalking, "family member" also includes an individual with whom the Teammate has a dating relationship.

#### *Requesting Paid Sick and Safe Leave/Documentation*

When the need for paid sick and safe leave is foreseeable, Teammates must provide reasonable advance notice to Human Resources. The Teammate should provide notice as soon as practicable and must provide notice at least 10 calendar days before the date sick or safe leave will begin. If the need for paid sick and safe leave is unforeseeable, Teammates must provide notice to Human Resources of the need to use the time as soon as practicable. In all circumstances, Teammates should specify that the requested time off is for sick or safe leave reasons (as opposed to, for example, vacation time), so that the absence may be designated accordingly.

If it is impracticable for a Teammate to provide notice of the need for sick and safe leave, another person can provide notice on the Teammate's behalf.

For absences exceeding three consecutive days (for all or a portion of the time that a Teammate is required to work), the Company may require Teammates to provide verification that their use of paid sick and safe leave is for an authorized purpose. Teammates must submit any required documentation within ten calendar days following the first day of paid sick and safe leave.

For Teammates using paid sick and safe leave related to the Teammate's or family member's status as a victim of domestic violence, sexual assault or stalking, Teammates must provide the requested verification in a timely manner after the Company requests it.

If a Teammate anticipates that providing required documentation will create an unreasonable burden, the Teammate can provide an oral or written explanation to the Company, which asserts that the use of paid sick and safe leave was for an authorized purpose and explains why the requested verification creates an unreasonable burden or expense for the Teammate.

Within ten (10) calendar days of the Teammate providing an explanation to the Company, the Company will make a reasonable effort to identify and provide alternatives for the Teammate to meet the verification requirement in a manner that does not result in unreasonable burden or expense on the Teammate.

The Company may request documentation related to the absence for other reasons as required or permitted under federal, state or other local law including but not limited to for family medical leave or related to a reasonable accommodation.

#### *Rate of Pay for Sick and Safe Leave/Overtime*

Sick and safe leave will be paid at the Teammate's regular and normal rate of pay at the time the Teammate uses the leave, or at minimum wage, whichever is greater. Teammates will not receive overtime pay for sick and safe leave.

#### *Separation From Employment*

Compensation for accrued and unused sick and safe leave is not provided upon separation from employment for any reason.

#### *Confidentiality*

The Company will keep confidential the medical or other personal information about a Teammate or her/his covered family member and treat such information in accordance with applicable privacy laws.

### *Effect on Other Rights and Policies*

Benefits and leave rights herein will run concurrently with benefits or leave rights under any other applicable law or policy, where permissible and applicable. The Company may provide other forms of leave for Teammates to care for medical conditions or for issues related to domestic violence under certain federal, state and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state or municipal law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Teammates should contact Human Resources for information about other federal, state and municipal domestic violence, medical or family leave rights.

### *No Discrimination or Retaliation*

The Company will not interfere with, restrain or deny a Teammate's rights under the PSSLL and will not discriminate or retaliate against a Teammate because they exercise those rights. The Company also will not discriminate or retaliate against a Teammate who files an action or otherwise institutes a proceeding under or related to the PSSLL or who testifies or intends to testify in any such proceeding related to any protected rights under the PSSLL.

### **Paid Sick and Safe Time (Seattle)**

The Company provides eligible Teammates who perform work in Seattle with paid sick and safe leave ("Sick Time" and "Safe Time," collectively "Sick and Safe Time") in accordance with the requirements of the Seattle Paid Sick and Safe Time Ordinance (SPSSTO). The Company also complies with Washington's Paid Sick and Safe Leave Law (PSSLL) and will comply with all applicable requirements of the PSSLL that are more favorable to Teammates.

**The accrual only applies to eligible Teammates who do not receive sufficient Paid Sick Leave under the Company's main paid sick leave policy. Teammates who receive sufficient time under that policy do not receive additional time under this policy, unless required by law.**

### ***Eligibility***

All exempt, nonexempt, full-time, part-time, temporary and work-study Teammates, as well as paid interns, who perform work within the geographic boundaries of Seattle city limits are eligible for Sick and Safe Time under this policy.

Teammates who are based outside of Seattle but who work inside the City limits on an occasional, irregular basis ("Occasional Teammates") are eligible for Sick and Safe Time once they have worked more than 240 hours in Seattle within a calendar year. Once an Occasional Teammate works more than 240 hours in a calendar year all previous hours worked in Seattle during that year count toward the accrual of Sick and Safe Time, and the Teammate remains eligible to accrue Sick and Safe Time for the duration of his or her employment with the Company.

Teammates who are based outside of Seattle but travel to and perform work in Seattle are required to track the time spent working within Seattle city limits by using their time records.

### ***Reasons Sick and Safe Time May Be Used***

Teammates may use accrued Sick and Safe Time for any of the following Sick Time reasons:

- The Teammate's mental or physical illness, injury or health condition; to allow a Teammate to obtain a medical diagnosis, care or treatment for the same; or for a Teammate's need for preventive medical care; or
- To allow a Teammate 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 for the same; or needs preventive medical care.

Teammates may use accrued Sick and Safe Time for any of the following Safe Time reasons:

- The Teammate's place of business has been closed by order of a public official, for any health-related reason (i.e., a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin or hazardous material) (a closure for inclement weather is not a health-related reason);
- [Insert only for employers with 250 or more full-time equivalent Teammates on average per calendar week during the previous calendar year (regardless of where employed) (i.e., Tier 3 employers): The Teammate's place of business has reduced operations or closed for any health- or safety-related reason;
- When the Teammate's family member's school or place of care has been closed; or
- The Teammate needs time off for any of the following reasons related to domestic violence, sexual assault or stalking:
  - Seek legal or law enforcement assistance to ensure the health and safety of the Teammate or the Teammate's family or household members
  - Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault or stalking, or attend to health care treatment for a victim who is the Teammate's family or household member;
  - Obtain, or assist a family or household 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 or household member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking, in which the Teammate or the Teammate's family or household member was a victim of domestic violence, sexual assault, or stalking;
  - Participate in safety planning;
  - Temporarily or permanently relocate; or
  - Take other actions to increase the safety of the Teammate or the Teammate's family or household members from future domestic violence, sexual assault or stalking.

For all uses of Sick and Safe Time, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling. "Parent" means a biological parent, adoptive parent, de facto parent, foster parent, stepparent, or legal guardian of a Teammate or

the Teammate's spouse or registered domestic partner, or a person who stood *in loco parentis* when the Teammate was a minor child. "Child" means a biological child, adopted child, foster child, stepchild, or a child to whom a Teammate stands *in loco parentis*, is a legal guardian or is a de facto parent, regardless of age or dependency status.

For use of Safe Time related to domestic violence, sexual assault or stalking, "family or household member" includes children, spouses, domestic partners, parents, parents-in-law, stepparents, stepchildren, grandparents, grandchildren; former spouses, former domestic partners, persons who have a child in common (regardless of whether they have been married or lived together); any adult person related to the Teammate by blood or marriage and any person with whom the Teammate has a current or former dating or cohabitation relationship. A "parent" includes a biological or adoptive parent, or an individual who stood *in loco parentis* to a Teammate when the Teammate was a child.

### ***Accrual and Use of Sick and Safe Time***

The Company is considered a Tier 3 employer under the SPSSTO. Accordingly, eligible Teammates accrue paid Sick and Safe Time at the rate of one hour per 30 hours worked and there is no cap on accrual of Sick and Safe Time under this policy.

Occasional Teammates only accrue Sick and Safe Time under this policy for the hours that are worked in Seattle.

Nonexempt Teammates will accrue Sick and Safe Time on eligible hours worked, including overtime hours. Exempt Teammates' accrual of Sick and Safe Time will be based on a 40-hour workweek. If an exempt Teammate's normal workweek is less than 40 hours, the Teammate accrues Sick and Safe time based on the Teammate's normal workweek.

Eligible Teammates will begin accruing Sick and Safe Time upon the commencement of employment with the Company.

Each time wages are paid, the Company will provide Teammates with a written statement found in Advantage Benefits of Sick and Safe Time accrued since the last notice, Sick and Safe Time reduced since the last notice and any unused Sick and Safe Time available.

Teammates may begin using accrued Sick and Safe Time on the 90th calendar day after beginning their employment with the Company, or, for Occasional Teammates, after working 240 hours in Seattle within a calendar year. Occasional Teammates may only use paid Sick and Safe Time under this policy during times that they are scheduled to perform work in Seattle.

The Company will allow Teammates to use their Sick and Safe Time in increments of one hour.

### ***Requesting Sick and Safe Time/Documentation***

When possible, Teammates requesting to use Sick and Safe Time must include in their requests the expected duration of the absence. In all circumstances, Teammates should specify that they will be using Sick and Safe Time (rather than, for example, other time off, including unpaid time off), so that the absence can be designated accordingly.

### ***Foreseeable Use***

If the Sick and Safe Time is foreseeable, Teammates must provide the Company with a written request for Sick and Safe Time at least 10 days, or as early as possible, in advance of the date of use. The request must be written and may be transmitted electronically, including by e-mail. If the need for leave is foreseeable, Teammates must schedule the leave so as not to unduly disrupt the Company's operations.

### ***Unforeseeable Use***

If the need for paid leave is unforeseeable, Teammates must provide notice as soon as practicable. If the leave is needed for reasons related to domestic violence, sexual assault or stalking, a Teammate must provide notice by the end of the first day of absence.

Teammates are not required to find a Teammate to cover their work when they take Sick and Safe Time. The Company will not count Teammates' use of Sick and Safe Time under this policy as an absence when evaluating absenteeism. Therefore, any such use of Sick and Safe Time will not count as an "occurrence" under any Company policy.

### ***Verification of Absence***

When Teammates use four or more consecutive workdays of Sick and Safe Time, the Company may require verification that the use of Sick and Safe Time is for an authorized purpose. Any required documentation must be provided within a reasonable time period during or after the leave, meaning no later than 10 days after the first day of Sick and Safe Time use. For Teammates using Sick and Safe Time related to the Teammate's or family member's status as a victim of domestic violence, sexual assault or stalking, Teammates must provide the requested verification in a timely manner after the Company requests it.

If a Teammate anticipates that providing required verification will create an unreasonable burden or expense, the Teammate can provide a written or verbal explanation to the Company, which asserts that the use of Sick and Safe Time was for an authorized purpose and explains how compliance with the verification request creates an unreasonable burden or expense on the Teammate. Within ten (10) calendar days of the Teammate providing an explanation to the Company, the Company will make a reasonable effort to identify and provide alternatives for the Teammate to meet the verification requirement in a manner which does not result in unreasonable burden or expense on the Teammate.

The Company may request documentation related to the absence for other reasons as required or permitted under federal, state, or other local law including but not limited to for family medical leave or related to a reasonable accommodation.

### ***Compensation***

Pay for Sick and Safe Time will be calculated based on the greater of the applicable minimum wage or the Teammate's normal hourly compensation at the time of the absence.

The Company does not pay Teammates for accrued, unused Sick and Safe Time at any time, including upon termination of employment.

## ***Leave Carryover***

Accrued sick and safe time may be carried over from year to year, up to a maximum carryover amount of 72 hours. If, at the end of the year, a Teammate has accrued more than 72 hours of Sick and Safe Time, the Teammate may carry over only 72 hours to the next year, and the remaining accrued Sick and Safe Time will be forfeited.

## ***Effect on Other Rights and Policies***

The Company may provide other forms of leave for Teammates to care for medical conditions or for leave related to domestic violence under certain federal, state, and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal or state law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Teammates should contact their Human Resources representative for information about other federal, state and municipal medical or family leave rights.

## ***Confidentiality***

The Company will keep confidential the fact that a Teammate's absence is for Sick and Safe Time and any information provided to the Company in support of a request for leave, including health information or the fact that the Teammate or Teammate's family member is a victim of domestic violence, sexual assault or stalking, except upon the Teammate's request or consent, or as otherwise required by applicable law.

## ***Separation from Employment and Transfer***

Compensation for accrued and unused paid Sick and Safe Time is not provided upon separation from employment for any reason.

Former Teammates who are rehired within 12 months of their separation from employment will have previously unused Sick and Safe Time reinstated, and the hours they worked during the previous period of employment will be counted for purposes of determining eligibility to accrue and use Sick and Safe Time. If the period of time a Teammate is separated from employment extends into a subsequent calendar year, the amount of accrued but unused Sick and Safe Time reinstated will be capped at 72 hours. Upon rehire, the Company will provide notification to the Teammate of the amount of accrued, unused Sick and Safe Time available for use by the Teammate.

Teammates who transfer from their position in Seattle to a separate Company division, entity, or location outside of Seattle, but are later transferred back to working in Seattle for the Company will retain their previously available accrued Sick and Safe Time.

## ***Retaliation***

The Company will not discriminate or retaliate against Teammates who request or take leave in accordance with this policy or inquire about their rights under the SPSSTO, inform others of rights under the SPSSTO, make a complaint in good faith, even if mistaken, about suspected violations of this policy or of the SPSSTO, testify in a proceeding under or related to the SPSSTO, refuse to participate in an activity that would result in a violation of city, state or federal law or otherwise engage in conduct protected under the SPSSTO.



## **WISCONSIN SUPPLEMENT**

### **Family and Medical Leave of Absence**

We recognize that a Teammate may need to be absent from work for an extended period of time for family and/or medical reasons. Accordingly, the Company will grant time off to Teammates in accordance with the requirements of the federal Family and Medical Leave Act (“Fed-FMLA”) and the Wisconsin Family and Medical Leave Act (“WFMLA”). Where both the Fed-FMLA and WFMLA apply, the leave provided by each will count against the Teammate’s entitlement under both laws and must be taken concurrently. A Teammate who is eligible for leave under only one of these laws will receive benefits in accordance with that law only.

The following policy addresses Teammate rights under the WFMLA. Teammates should refer to the Handbook for additional detail regarding the Fed-FMLA. All questions concerning this policy should be directed to Human Resources.

Under the WFMLA, eligible Teammates are entitled to take the following leave in each calendar year:

- Up to six weeks of family leave for the birth of a child or placement of a child for adoption or as a precondition to adoption;
- Up to two weeks family leave to care for a child, spouse, domestic partner or parent suffering from a serious health condition; and
- Up to two weeks medical leave for a Teammate to care for the Teammate’s own serious health condition that makes the Teammate unable to perform his or her job.

For purposes of this policy, a “parent” includes a natural, foster, adoptive or stepparent or a legal guardian of a Teammate or of the Teammate’s spouse or domestic partner.

Teammates may start family leave for the birth or adoption of a child no earlier than 16 weeks before the estimated date of birth or placement for adoption, and no later than 16 weeks after the actual date of birth or placement for adoption. No more than one six-week period of leave may be used by Teammates for the birth or adoption of any one child.

To be eligible for leave under this policy, Teammates must have been employed by the Company for more than 52 consecutive weeks, and at least 1,000 hours during the preceding 52-week period.

### ***Reduced Schedule/Intermittent Leave***

Teammates may take leave for the birth or placement of a child or for a family member’s serious health condition as a partial absence from employment. However, a partial absence must be scheduled to avoid unduly disrupting Company operations. Teammates must provide a proposed schedule for the leave in a reasonably prompt manner. The schedule must be sufficiently definite to allow the Company to schedule replacements as needed.

A Teammate may schedule medical leave when medically necessary.

WFMLA leave may be taken intermittently in one hour increments.

### ***Requesting Leave***

Teammates who wish to take planned family or medical leave must notify Human Resources with reasonable promptness when they become aware of the need for WFMLA leave and should identify the planned dates of the leave. The Company may require Teammates to provide written notice of the need for leave, except where written notice is not possible because of the need for immediate health care consultation or treatment.

### ***Certification of Health Care Provider***

The Company reserves the right to require certification from a health care provider regarding the person requiring care, whether that is the Teammate or the Teammate's spouse, child, or parent. The Company may request certification: (1) that the Teammate or the Teammate's family member has a serious health condition; (2) of the date on which the serious health condition commenced and its probable duration; and (3) of the medical facts regarding the serious health condition. When Teammates request medical leave for their own serious health condition, the Company may also require a medical certification that explains the extent to which the Teammate is unable to perform his or her employment duties. At the Company's expense, the Company may also require a second medical opinion regarding a Teammate's own serious health condition or the serious health condition of a Teammate's family member. Teammates are expected to cooperate with the Company in obtaining additional medical opinions that the Company may require.

### ***Benefits***

The Company will continue making contributions for a Teammate's group health benefits during a leave on the same terms as if the Teammate had continued to work. This means that, if a Teammate wants benefits coverage to continue during a leave, the Teammate must also make any premium payments that the Teammate is now required to make for the Teammate or the Teammate's dependents. The Company may require that Teammates pay the premiums for up to eight weeks of coverage in advance of the leave, in which case the Company will place the amount into an interest-bearing escrow account in a financial institution and pay the Teammate's contributions from the account as they become due during the leave. The Company will return the amount in escrow, plus interest, if the Teammate terminates employment. If the Teammate ends employment within 30 days after returning from leave under this policy, the Company may deduct its costs for health insurance coverage during the leave from the escrow account.

No loss benefits accrued prior to the leave will occur as a result of leave under the WFMLA, but Teammates are not entitled to any benefit or position that they would not have been entitled to if they did not take the leave.

### ***Return from Leave***

Upon return from leave, Teammates will be returned to work at the position of employment held by the Teammate when the leave commenced or, if that position is not available, to one with equivalent benefits, pay, working shift, hours of employment and other terms and conditions of employment.

Teammates have no greater right to continued employment or reinstatement than if they had been continuously employed. For example, employment may be terminated in conjunction with layoff or job elimination during a leave of absence the same as if the Teammate was not on leave.

### ***Substitution of Paid Leave***

Leave taken under this policy is unpaid, although depending upon the circumstances, Teammates may be eligible for short or long-term disability payments and/or workers' compensation benefits under those insurance plans. Also, Teammates may choose, but are not required, to substitute accrued vacation/paid time off (PTO) benefits for all or a portion of the WFMLA leave. All such payments will be integrated so that Teammates will receive no more than their regular compensation during this period. The use of paid benefits will not extend the length of a WFMLA Leave.

### **Bone Marrow or Organ Donor Leave**

Eligible Teammates will be allowed up to six weeks of unpaid leave in a 12-month period to serve as a bone marrow or organ donor. Leave may be taken only for the period necessary for the Teammate to undergo and recover from the bone marrow or organ donation procedure.

Teammates are eligible for leave if they have worked for the Company for more than 52 consecutive weeks and for at least 1,000 hours during the preceding 52-week period.

Teammates who wish to take leave under this policy must provide advance notice of the bone marrow or organ donation in a reasonable and practicable manner and must schedule the donation procedure so that it does not unduly disrupt Company operations (subject to the approval of the donee's health care provider). Teammate who seek leave under this policy must provide a certification issued by the health care provider of the bone marrow or organ donee or of the Teammate (whichever is appropriate) that indicates the following: the donee has a serious health condition necessitating a bone marrow or organ transplant; the Teammate is eligible and has agreed to serve as a bone marrow or organ donor for the donee; and the amount of time expected to be necessary for the Teammate to recover from the bone marrow or organ donation procedure.

When the reason for taking bone marrow or organ donation leave overlaps with approved leave under the federal Family and Medical Leave Act and/or the Wisconsin Family and Medical Leave Act, the leaves will run concurrently.

The leave of absence will be unpaid. However, Teammates may substitute available paid or unpaid leave for portions of bone marrow or organ donation leave under this policy.

During a leave of absence under this policy, the Company will maintain group health insurance coverage in the same manner and under the same conditions that applied immediately before the leave commenced. If the Teammate continues making any required contribution for participation in the group health insurance plan, the Company will also continue making group health insurance premium contributions as if the Teammate had not taken the leave.

In most circumstances, upon return from this leave, a Teammate will be reinstated to their original job or to an equivalent job with equivalent pay, benefits, working shift, hours of employment and other terms and conditions of employment. However, a Teammate is not entitled to a right, employment benefit or employment position to which they would not have been entitled if he or she did not take a leave.

If a Teammate on bone marrow or organ donation leave wishes to return to work before the end of the leave as scheduled, the Company will reinstate the Teammate within a reasonable time that does not exceed the original scheduled duration of the leave.

The Company will not discriminate or retaliate against any Teammate for requesting or taking a leave under this policy or for opposing an unlawful practice related to this policy.