



---

# Employee Handbook

## EFFECTIVE JANUARY 1, 2025\*

---

101 Hudson Street – Suite 2700 Jersey City, NJ07302  
T: 212.207.3399 | F: 212.207.3636

Cheshire, Connecticut | Chicago, Illinois | Cincinnati, Ohio | Fairfield, CA | Houston, Texas | Jacksonville, FL | Jersey City, New Jersey | Mountain View, California | Marlton, New Jersey | Tallahassee, Florida | Tampa, FL | Sheboygan, WI | + Remote Offices Across the Country

This handbook contains the policies of SageSure LLC (the Company) and its affiliates SageSure Insurance Managers, LLC and SageSure Capital Holdings, Inc.

\*This employee handbook supersedes all previously issued employee handbooks, and all previously issued employee handbooks are hereby revoked.

# **TABLE OF CONTENTS**

<b><u>Table of Contents</u></b> .....	<b>i</b>
<b>INTRODUCTION</b> .....	<b>8</b>
About SageSure .....	8
About Our Handbook .....	8
Employment at Will .....	9
<b>COMMITMENT TO DIVERSITY</b> .....	<b>9</b>
Equal Employment Opportunity .....	9
Diversity, Equity, and Inclusion (“DEI”) .....	10
Sexual and Other Unlawful Harassment .....	11
GINA (Genetic Information Non-Discrimination Act) .....	15
Inclusive Workplace .....	15
Disability Accommodation .....	17
Religious Accommodations .....	18
Pregnancy Accommodations .....	18
<b>GENERAL EMPLOYMENT PRACTICES</b> .....	<b>19</b>
Employee Classifications .....	19
Employment Eligibility and Work Authorization .....	20
Immigration .....	20
Flexible Arrangements .....	24
International Remote Work .....	27
Romantic and Family Relationships at Work .....	27
Internal Mobility .....	28
Background Checks .....	30
Disclosure of Arrests or Convictions .....	30
Employment Verification .....	30
Reference Checks .....	31
Employee Review of Digital Employment Records .....	31
Performance Reviews .....	31
Personal Data Changes .....	31
Voluntary Open Door .....	31
<b>WORKPLACE CONDUCT</b> .....	<b>32</b>
Standards of Conduct .....	32
Reporting and Anti-Retaliation Policy .....	34

Personal Appearance .....	36
Attendance and Punctuality.....	37
Job Abandonment.....	38
Personal Electronic Devices .....	38
Personal Calls .....	38
Contact With the Media.....	38
Social Media .....	39
Conflicts of Interest.....	40
Outside Employment .....	41
<b>COMPANY RECORDS AND INFORMATION.....</b>	<b>42</b>
Employee Confidentiality and Proprietary Information Requirements.....	42
Embargoed Information.....	43
Employee Records Confidentiality .....	44
Records Retention and Destruction.....	45
Insider Trading .....	45
Economic Sanctions .....	46
Preventing Money Laundering.....	47
Anti-Bribery and Anti-Corruption .....	47
<b>TIME OFF AND LEAVES OF ABSENCE .....</b>	<b>51</b>
Holidays.....	51
Floating Holidays.....	52
Paid Time Off (PTO).....	52
Flexible Time Off (FTO) .....	56
Parental Bonding Leave .....	59
Family and Medical Leave Act (FMLA) .....	62
Medical Related Leaves of Absence.....	68
Reasonable Accommodation Medical Leave .....	68
Military Leave.....	69
Unpaid Personal Leave.....	72
Jury Duty .....	74
Time Off for Victims or Witnesses in a Criminal Proceeding .....	74
Volunteer Time Off (VTO) .....	74
Time Off to Vote.....	75
Bereavement Leave .....	76

Other Legally Protected Absences .....	76
<b>PAY PRACTICES.....</b>	<b>77</b>
Payment of Wages .....	77
Work Schedules .....	77
Timekeeping.....	77
Overtime .....	77
Lactation Accommodation .....	78
Pay Discrepancies.....	78
Bonus Compensation and Merit Pay .....	79
<b>EMPLOYEE BENEFITS.....</b>	<b>79</b>
Benefits Overview .....	79
Same-Sex Marriages, Civil Unions and Domestic Partnerships .....	79
Employee Assistance.....	80
Employee Well-Being.....	80
Continuing Education.....	81
Tuition Reimbursement .....	82
Employee Wellness Room.....	84
Employee Referral.....	85
Internet Stipend .....	86
Home Office Stipend .....	87
Re-Employment/Bridge of Prior Service .....	88
<b>SAFETY AND SECURITY .....</b>	<b>89</b>
Anti-Bullying.....	90
Anti-Violence.....	91
Weapons in the Workplace.....	92
Work Related Injuries or Illnesses.....	93
Smoke and Vape-Free Workplace.....	94
Drug-Free Workplace .....	94
Company's Right to Search .....	96
Visitors .....	97
Adverse Weather Conditions .....	97
Motor Vehicle Policy .....	98
No Solicitation/Distribution of Literature .....	101
<b>TECHNOLOGY .....</b>	<b>101</b>

Protecting the Company’s Technology Assets .....	101
Acceptable Computer, Email, and Internet Usage.....	104
Call Monitoring and Recording .....	107
Time Away from Work .....	107
<b>LEAVING THE COMPANY.....</b>	<b>107</b>
Separation from Employment.....	107
Exit Interviews.....	108
Return of Company Property .....	108
<b>CALIFORNIA SUPPLEMENT – FOR CALIFORNIA EMPLOYEES ONLY .....</b>	<b>109</b>
Discrimination, Harassment, and Retaliation Prevention.....	109
Disability Accommodation .....	114
Religious Accommodation .....	114
Lactation Accommodation .....	115
Accommodation for Drug or Alcohol Treatment or Rehabilitation .....	116
Meal Periods .....	116
Rest Periods .....	117
Missed or Interrupted Breaks .....	118
California Employees – Cap on Unused PTO.....	119
Overtime Pay and Work Schedule .....	119
Reporting Time Pay for Non-Exempt Employees.....	120
California Family Rights Act (CFRA) Leave Policy .....	120
Pregnancy and Pregnancy-Related Disabilities Leave and Accommodation .....	126
Reproductive Loss Leave.....	129
Civil Air Patrol Leave .....	131
Emergency Responder Leave .....	131
Accommodation for Victims of Domestic Violence, Stalking, & Sexual Assault .....	132
Crime Victim Leave .....	133
Military Leave.....	134
Family Military Leave .....	136
Organ and Bone Marrow Donation Leave .....	137
Time Off for Literacy Assistance .....	138
Unpaid Family School Partnership Leave.....	138
<b>COLORADO SUPPLEMENT – FOR COLORADO EMPLOYEES ONLY .....</b>	<b>140</b>
Program to Deter Harassment, Discrimination, and Other Unfair Employment Practices .....	140

Family Care Act Leave .....	140
Paid Sick, Safe, and Public Health Emergency Leave .....	140
PTO in Colorado .....	144
Adoption Leave .....	144
Crime Victim Leave .....	145
Colorado Military Leave .....	145
Domestic Violence Victim Leave .....	146
Volunteer Firefighters Leave .....	146
Qualified Volunteers Leave .....	147
Paid Family and Medical Leave .....	148
Lactation Break .....	154
Meal and Rest Periods .....	154
Overtime .....	155
Colorado Overtime and Minimum Pay Standards Order .....	155
Final Paycheck.....	156

## **CONNECTICUT STATE SUPPLEMENT – FOR CONNECTICUT EMPLOYEES ONLY ..157**

Equal Employment Opportunity .....	157
Sexual and Other Unlawful Harassment .....	157
Connecticut Family and Medical Leave .....	158
Connecticut Paid Family and Medical Leave .....	163
Connecticut Paid Sick Leave (Accrual Method).....	166
Meal Breaks.....	169
Electronic Monitoring .....	169
Privacy Protection for Social Security Numbers .....	170

## **ILLINOIS STATE SUPPLEMENT – FOR ILLINOIS EMPLOYEES ONLY .....171**

Harassment Free Workplace for All Illinois Employees .....	171
Harassment Free Workplace for Chicago, Illinois Employees.....	172
Accommodation for Victims of Domestic, Sexual or Gender Violence or Any Other Crime of Violence .....	173
Pregnancy Accommodation .....	175
Religious Accommodation .....	175
Military Leave.....	176
Chicago’s and Cook County’s Paid Sick Leave (PSL) Ordinances .....	176
Bereavement.....	178
Family Military Leave .....	178

Blood and Organ Donor Leave .....	178
Election Judge Leave .....	179
Mandatory Time Off/Day of Rest.....	179
Meal Breaks.....	179
Lactation Accommodation .....	179
<b>MICHIGAN SUPPLEMENT – FOR MICHIGAN EMPLOYEES ONLY .....</b>	<b>181</b>
Social Security Privacy Act Policy .....	181
Disability Accommodation .....	182
Paid Sick and Safe Leave .....	182
<b>NEW JERSEY SUPPLEMENT – FOR NEW JERSEY EMPLOYEES ONLY .....</b>	<b>186</b>
New Jersey Family Leave Act Policy .....	186
Compensation from the State – FLI Benefits .....	190
Domestic or Sexual Violence Victim Leave .....	191
Conscientious Employee Protection Act “Whistleblower Act” .....	193
<b>NEW YORK SUPPLEMENT – FOR NEW YORK EMPLOYEES ONLY .....</b>	<b>194</b>
Equal Employment Opportunity .....	194
Accommodations for Victims of Domestic Violence, Sex Offenses or Stalking (New York City) .....	194
Blood Donor Leave.....	195
New York State Paid Family Leave .....	195
Anti-Discrimination and Anti-Harassment .....	199
Discrimination on the Basis of Gender, Gender Identity, or Transgender Status .....	204
Prohibition of Discrimination Based on Reproductive Health Decision Making .....	206
Electronic Monitoring .....	206
<b>OREGON SUPPLEMENT – FOR OREGON EMPLOYEES ONLY .....</b>	<b>208</b>
Sexual and Other Unlawful Harassment .....	208
Pregnancy Accommodation .....	209
Meal and Rest Breaks.....	210
Oregon Sick Leave (OSL) Policy .....	210
Oregon Paid Family and Medical Leave (“PFML”) .....	215
Witness Duty/Juvenile Court Appearance Leave .....	218
<b>WASHINGTON SUPPLEMENT – FOR WASHINGTON EMPLOYEES ONLY .....</b>	<b>220</b>
Equal Employment Opportunity .....	220
Paid Family and Medical Leave .....	220
Paid Sick and Safe Leave (Seattle).....	224

**IMPORTANT NOTICE – DISCLAIMER.....230**  
**RECEIPT AND ACKNOWLEDGEMENT .....231**



# INTRODUCTION

Welcome to SageSure!

We are a vibrant community of high-performing team members who have achieved remarkable success together. Whether you're new to SageSure or already part of our family, your contributions are vital to our continued growth and success.

To support you, we are dedicated to fostering a dynamic, diverse, and friendly workplace where collaboration, learning, and development thrive. This starts with providing you a comprehensive reference guide to help you navigate your journey at SageSure successfully.

If you have any questions, please contact the People Team at [people@sagesure.com](mailto:people@sagesure.com).

## About SageSure

SageSure is the managing general underwriter (MGU) pioneering ways people protect their American Dream. A leader in catastrophe-exposed property insurance, SageSure was founded in 2009 to deliver reliable products, exceptional customer experiences, and strong underwriting results in challenging insurance markets. SageSure currently operates in 36 states and provides home, flood, and commercial coverage on behalf of its highly rated carrier partners. With more than \$2 billion of in force premium and 1,000 employees across the country, SageSure is the largest residential property insurance MGU in the US.

Our greatest asset is our people. Our team is passionate about solving problems and making a significant impact in our industry, communities, and the world. Recognized for four consecutive years by Business Insurance's Best Places to Work, SageSure is proud to be a place where innovators can grow and thrive.

## About Our Handbook

This handbook contains the policies of SageSure LLC (the Company) and its affiliates SageSure Insurance Managers, LLC and SageSure Capital Holdings, Inc. These policies are for the benefit of our employees and the Company, to provide an optimal working environment.

The policies in this handbook are intended to be guidelines only and a source of information for employees. The handbook is not intended to be a contract or an offer of a contract of employment, which means that the Company can deviate from the handbook provisions at any time. The Company has the right, in its sole discretion, to apply or not apply the policies or procedures contained in the handbook, depending upon the facts and circumstances of each situation. The handbook is not necessarily all-inclusive because circumstances may arise that the Company does not anticipate. Therefore, currently, unanticipated circumstances may warrant actions or conduct not stated in this handbook. The Company has final and exclusive authority to decide all questions arising in connection with matters addressed in this handbook or any Company policy in accordance with all applicable laws.

Periodically, it will be necessary to revise various sections contained in this handbook. The Company reserves the right to amend, modify, add to, eliminate, or otherwise change this handbook at any time other than the at-will employment relationship, except where lack of prior notice of such amendment,

## [BACK TO TOP](#)



SageSure Employee Handbook – Effective August 3, 2023

The information contained in this document is proprietary, confidential and/or otherwise sensitive in nature. Any unauthorized dissemination, copying or use of this document or its contents is strictly prohibited.

modification, addition, elimination, or other change or discontinuation is prohibited by federal, state, or local law. From time to time, policies may be updated; employees will be notified with a policy memo via email. Any changed provisions of this handbook will supersede prior language, or provisions contained in the handbook.

The Company has the right to terminate the employment of an employee (and any corresponding salary, bonus, and/or employee benefits of any employee) not subject to a written employment contract at any time and for any reason, with or without notice.

Due to the importance of maintaining the standards of conduct, the Company requires each employee to electronically acknowledge through our training and compliance platform, Navex, that they have read, understand, and will comply with the Company's policies within five days of their hire date and whenever a significant update or addition to the handbook occurs. This signed Acknowledgement Form becomes part of the employee's electronic employment file.

The People Team can provide further information about policies, programs, guidelines, and procedures not covered in this handbook.

The Company complies with all applicable state and local laws. Should any policy or provision contained in the employee handbook violate applicable state or local law, the Company will comply with the applicable state or local law. Depending on the applicable state in which you are employed, there may be additional policies applicable to your employment set forth in the state supplement at the end of this handbook.

## **Employment at Will**

Employment with the Company is at will unless state law provides otherwise. This means that employment may be terminated for any or no reason, with or without cause or notice at any time by the employee or by the Company.

Nothing in this Handbook or any oral statement will limit the right to terminate the at-will employment relationship. This at-will employment policy is the sole and entire agreement between the employee and the Company regarding the fact that employment with the Company is at-will. No manager or supervisor has any authority to enter into a contract of employment - express or implied - that changes the fact that employment with the Company is at-will. Only the President & CEO or their authorized representative has the authority to enter into an agreement that alters the at-will employment relationship, and any such agreement must be in writing and signed by the President & CEO or their authorized representative.

## **COMMITMENT TO DIVERSITY**

### **Equal Employment Opportunity**

SageSure is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination and harassment against any applicant or employee based on any legally protected

[BACK TO TOP](#)



SageSure Employee Handbook – Effective August 3, 2023

The information contained in this document is proprietary, confidential and/or otherwise sensitive in nature. Any unauthorized dissemination, copying, or use of this document or its contents is strictly prohibited.

characteristics, including, but not limited to: race, color, caste, religion, religious creed (including religious dress and grooming practices), national origin or ancestry, citizenship or immigration status, disability status, medical condition (including cancer and genetic conditions), genetic information (including testing and characteristics), marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age, sexual orientation, veteran or uniformed service member status, medical leave or other types of protected leave, victim status (domestic or stalking), political affiliation, and any other characteristic protected by local, state or federal antidiscrimination law covering employment (collectively, “protected characteristics”). Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination by any employee, including supervisors and co-workers.

Any individual who believes that they or another individual have been subjected to discrimination in violation of this policy should immediately report any suspected violations of this policy to the People Team or to SageSure’s toll-free Ethics Reporting Hotline at 1-844-857-9750 or [www.sagesure.ethicspoint.com](http://www.sagesure.ethicspoint.com). If the Company determines this policy has been violated, appropriate disciplinary action, up to and including termination of employment, will be taken.

Retaliation is prohibited against any person by another employee or by the Company for reporting proscribed discrimination or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. An individual should report any retaliation prohibited by this policy pursuant to the People Team or to SageSure’s toll-free Ethics Reporting Hotline at 1-844-857-9750 or [www.sagesure.ethicspoint.com](http://www.sagesure.ethicspoint.com). If a complaint of retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

As part of the Company’s commitment to this overall process, it will seek to ensure that it’s employment practices, such as recruitment, selection, training, compensation, benefits, discipline, promotion, transfer, layoff, and termination processes remain free of illegal discrimination based upon the protected characteristics listed above. Regular review helps to ensure compliance with this policy.

## **Diversity, Equity, and Inclusion (“DEI”)**

The Company is committed to promoting diversity, equity, and inclusion within the Company and recognizes the value of diversity, equity, and inclusion in achieving the Company’s strategic objectives. This policy applies to all employees. DEI with the Company means a blend of different experiences, perspectives, skills, genders, gender identity or expression, sexual orientation, ages, ethnicity, disability status, and cultural and social backgrounds across all levels of the Company. Achieving diversity within our workforce means we:

- Encourage greater innovation by drawing on different perspectives, experiences, and ideas.
- Improve the quality of decision-making, productivity, and teamwork amongst our employees.
- Provide opportunities for our diverse workforce to grow and thrive, thereby increasing engagement and retention.

### **[BACK TO TOP](#)**



- Maintain a reputation for good corporate governance practices that are socially and economically responsible.

To this end, the Company aims to promote and implement DEI strategies:

- In our employment practices, including recruiting the right employees from a diverse pool of talented candidates and using selection criteria that allows for a diversity of candidates while continuing to focus on the necessary skills and experience.
- Across all components of the Company's business practices, including our code of conduct, anti-discrimination policies and flexible work practices, so that our policies, procedures, and culture enable and support a diversity of employees.
- In our development and training programs, including through our SageSure Learn and Grow, community outreach, and charitable giving initiatives.
- In the establishment and support of our Employee Resource Groups that create a safe space for our diverse population and their respective allies.

The Company aims to provide equal opportunities to our workforce based on merit, while facilitating a corporate culture that values diversity. We will measure our achievements and our employees' achievements in this effort, and we will reward conduct that encourages, fosters and contributes to achieving this culture, and conduct that contributes to the Company meeting our diversity objectives as they are defined.

## **Sexual and Other Unlawful Harassment**

The Company is committed to providing a work environment that is free of harassment based on any legally protected characteristics. As a result, the Company maintains a strict policy prohibiting sexual harassment and harassment against any applicant or employee based on any legally recognized status, including, but not limited to: veteran status, uniformed servicemember status, race, color, religion, sex, sexual orientation, gender identity or expression, age (40 and over), pregnancy (including childbirth, lactation, related medical conditions, and reproductive decisions), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), citizenship or immigration status or any other status protected by federal, state or local law (collectively, "protected characteristics").

The harassment described by this policy applies to conduct by any person involved in our operations, including employees, supervisors, managers, temporary or seasonal workers, agents, clients, vendors, customers, or any other third party involved in the Company's operations, and this policy specifically prohibits conduct that creates or contributes to a hostile or offensive working environment for any Company employee or applicant based on protected characteristics. If such harassment occurs that an employee believes to be a violation of this policy, the procedures set forth in the Complaint Procedures in this policy should be followed.

### **[BACK TO TOP](#)**



The Company prohibits unlawful harassment and sexual harassment, as well as proscribed conduct that does not rise to the level of being unlawful. This policy is not designed or intended to limit the Company's authority to discipline or take remedial action for conduct that violates this policy that the Company deems unacceptable, regardless of whether that conduct satisfies the definition of unlawful harassment or sexual harassment.

### **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 an employee'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.

Sexual harassment also includes various forms of offensive behavior based on sex. The following is a non-exhaustive list of the types of conduct prohibited by this policy:

- Unwanted sexual advances or propositions (including repeated and unwelcome requests for dates).
- 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 sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages.
- Verbal conduct: making or using sexually derogatory comments, innuendos, epithets, slurs, sexually explicit jokes or comments about an individual's body or dress, whistling or making suggestive or insulting sounds.
- Verbal and/or written abuse of a sexual nature, graphic verbal and/or written sexually degrading commentary about an individual's body or dress or sexual experiences, sexually suggestive or obscene letters, notes, invitations, emails, text messages, tweets or other social media postings.
- Physical conduct: unwelcome or inappropriate touching, physical violence, intimidation, assault or impeding or blocking normal movements.

### **BACK TO TOP**



- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity or the status of being transgender, such as:
- Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
- Sabotaging an individual's work.
- Bullying, yelling, or name-calling.
- Retaliation for making reports or threatening to report sexual harassment.

Sexual harassment can occur regardless of the gender of the person committing it or the person who is exposed to it. Harassment on the basis of sexual orientation, self-identified gender, perceived gender or transgender status are all forms of prohibited sexual harassment.

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

Harassment on the basis of any protected characteristic is prohibited, including harassment based on veteran status, uniformed servicemember status, race, color, religion, sex, age (40 and over), pregnancy (including childbirth, lactation and related medical conditions), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), citizenship or immigration status or any other consideration protected by federal, state or local law. Prohibited harassment may include behavior similar to the illustrations above and may also include, but is not limited to:

- Verbal conduct including taunting, jokes, threats, epithets, derogatory comments or slurs based on an individual's protected characteristics;
- Intentional and repeated use of a name or pronoun inconsistent with the individual's gender identity (misgendering);
- Mimicking or mocking a person's disability, accent or religious garments, jewelry, or displays;
- Visual and/or written conduct including derogatory posters, photographs, calendars, cartoons, drawings, websites, emails, text messages or gestures based on an individual's protected characteristics; and
- Physical conduct including assault, unwanted touching or blocking normal movement because of an individual's protected characteristics.

### **Protection Against Retaliation**

Retaliation is prohibited against any person by another employee or by the Company for using the complaint procedures provided below; reporting proscribed discrimination, harassment, sexual harassment or retaliation; objecting to such conduct; or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency.

### **[BACK TO TOP](#)**



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.

Individuals who believe they have been subjected to retaliation or believe that another individual has been subjected to retaliation, should report this concern pursuant to the complaint procedures in this policy. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation prohibited by this policy is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

### **Complaint Procedures**

Any individual who believes that they or another individual has been subjected to discrimination, sexual harassment, any other form of prohibited harassment or retaliation should, as soon as possible, report it to their manager or supervisor, another member of management, or the People Team at [people@sagesure.com](mailto:people@sagesure.com). Complaints can be made orally or in writing. Complaints may be made anonymously using the Company's toll-free Ethics Reporting Hotline at 1-844-857-9750 or [www.sagesure.ethicspoint.com](http://www.sagesure.ethicspoint.com). Employees are not required to report any prohibited conduct to a supervisor or manager who may be hostile, who has engaged in such conduct, who is a close associate of the person who has engaged in such conduct or with whom the employee is uncomfortable discussing such matters.

Any supervisor or manager who receives a complaint of harassment, sexual harassment, or retaliation or receives information about such conduct must immediately report it to the People Team at [people@sagesure.com](mailto:people@sagesure.com) or to the Ethics Reporting Hotline at [www.sagesure.ethicspoint.com](http://www.sagesure.ethicspoint.com).

Employees are encouraged, but not required, to communicate to the offending person that their conduct is offensive and unwelcome. Individuals who observe any behavior directed at others that may violate this policy are encouraged to take reasonable action to defuse such behavior, if possible, such as intervening directly, alerting a supervisor or the People Team to assist or make 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.

### **Investigation**

After a report is received, or the Company otherwise has reason to believe discrimination, prohibited harassment or retaliation is occurring, a timely, thorough and objective investigation by the Company will be undertaken. The Company will maintain confidentiality surrounding the investigation to the extent possible, consistent with a thorough and objective investigation, and to the extent permitted or required under applicable law, and related information will only be shared with others on a need-to-know basis.

Once the investigation is completed and a determination is made, the complaining party will be advised that the investigation has been completed and may be informed of the resolution. The Company complies with the law in conducting investigations and expects that employees will cooperate with an

### **BACK TO TOP**





investigation, except when voluntary compliance with an investigation is requested. Employees are expected to provide truthful information when participating in an investigation.

### **Discipline**

If the Company determines that this policy has been violated, including if a supervisor or manager knowingly allows the policy to be violated without reporting it, prompt remedial action will be taken, up to and including termination of employment.

### **Good Faith Reporting**

The initiation of a good faith complaint of discrimination, prohibited harassment, sexual harassment or retaliation will not be grounds for disciplinary or other retaliatory action, even if the allegations cannot be substantiated or the employee was mistaken about aspects of the complaint. Any individual who makes a complaint that is demonstrated to be intentionally false may be subject to discipline, up to and including termination.

### **GINA (Genetic Information Non-Discrimination Act)**

GINA is the federal law that protects insurance policyholders and employees from discrimination based on genetic information.

Specifically, Title II of GINA prohibits employers from collecting genetic information from employees and using this information to make decisions regarding hiring, firing, or any other term of employment. GINA also states that employers, including labor unions and employment agencies, must adhere to strict guidelines regarding genetic information, and that it is prohibited to retaliate against an individual for opposing acts made lawful by GINA.

### **Inclusive Workplace**

The Company strives to create a work environment that is safe, welcoming, and free from stigma and discrimination for all employees, regardless of gender identity or expression. It is the goal of the Company to ensure that all employees have the opportunity to express themselves and live authentically.

This policy sets forth guidelines to address the needs of transgender and gender non-conforming employees and clarifies how the law should be implemented in situations where questions may arise about how to protect the legal rights or safety of such employees. This policy does not anticipate every situation that might occur with respect to transgender or gender non-conforming employees, and the needs of each transgender person or gender non-conforming employee must be assessed on a case-by-case basis. In all cases, the goal is to ensure the safety, comfort, and healthy development of transgender or gender non-conforming employees while maximizing the employee's workplace integration and minimizing stigmatization of the employee.

### **Privacy**

### **BACK TO TOP**





Transgender employees have the right to discuss their gender identity or expression openly, or to keep that information private. The transgender employee gets to decide when, with whom, and how much to share their private information. Information about an employee's transgender status (such as the sex they were assigned at birth) can constitute confidential medical information under privacy laws like HIPAA. Management, the People Team, or coworkers should not disclose information that may reveal an employee's transgender status or gender non-conforming presentation to others. That kind of personal or confidential information may only be shared with the transgender employee's consent and with coworkers who truly need to know to do their jobs.

### **Official Records**

The Company will change an employee's official record to reflect a change in name or gender upon request from the employee. Certain types of records, like those relating to payroll and retirement accounts, may require a legal name change before the person's name can be changed. Most records, however, can be changed to reflect a person's preferred name without proof of a legal name change.

A transgender employee has the right to be addressed by the name and pronoun corresponding to the employee's gender identity. Official records will also be changed to reflect the employee's new name and gender upon the employee's request.

As quickly as possible, we will make every effort to update any photographs at the transitioning employee's workplace, so the transitioning employee's gender identity and expression are represented accurately. If a new or transitioning employee has questions about company records or ID documents, the employee should contact [peopleops@sagesure.com](mailto:peopleops@sagesure.com).

### **Names/Pronouns**

An employee has the right to be addressed by the name and pronoun that correspond to the employee's gender identity, upon request. A court-ordered name or gender change is not required. The intentional or persistent refusal to respect an employee's gender identity (for example, intentionally referring to the employee by a name or pronoun that does not correspond to the employee's gender identity) can constitute harassment and is a violation of this policy. If you are unsure what pronoun a transitioning coworker might prefer, you can politely ask your coworker how they would like to be addressed.

### **Dress Codes**

The Company does not have dress codes that restrict employees' clothing or appearance on the basis of gender. Transgender and gender non-conforming employees have the right to comply with company dress codes in a manner consistent with their gender identity or gender expression.

### **Discrimination/Harassment**

The Company prohibits discriminating in any way (including, but not limited to, failure to hire, failure to promote, or termination) against an employee because of the employee's actual or perceived gender

### **[BACK TO TOP](#)**



identity. Additionally, it is also contrary to this policy to retaliate against any person objecting to or supporting enforcement of legal protections against gender identity discrimination in employment.

Discrimination, bullying, and harassment on the basis of an employee's actual or perceived gender identity or expression is prohibited by the Company. Any incident of discrimination, harassment, or bullying should be reported to the People Team at [people@sagesure.com](mailto:people@sagesure.com) or to SageSure's toll-free Ethics Reporting Hotline at 1-844-857-9750 or [www.sagesure.ethicspoint.com](http://www.sagesure.ethicspoint.com). These reports will receive immediate attention from the People Team, including investigating the incident and taking appropriate action.

## **Disability Accommodation**

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an employee or applicant for employment unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result.

Any employee who requires an accommodation in order to perform the essential functions of their job, enjoy an equal employment opportunity and/or obtain equal job benefits should contact the People Team at [people@sagesure.com](mailto:people@sagesure.com) to request such an accommodation. Human Resources will communicate with the employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation may be appropriate. In some cases, this interactive process may be triggered without a request from the employee, such as when the Company receives notice from its own observation or another source that medical impairment may be impacting the employee's ability to perform their essential job functions.

Employees who believe they need accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Company will evaluate information obtained from the employee, and possibly their health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations and will then work with the employee to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose undue hardship on the Company and/or a direct threat to the health and/or safety of the individual or others, the Company will generally make the accommodation, or it may propose another reasonable accommodation that may also be effective. Employees are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation and being willing to consider alternative accommodations when applicable.

Employees who wish to request unpaid time away from work because of a qualifying disability should speak to the People Team at [people@sagesure.com](mailto:people@sagesure.com) regarding a proposed accommodation. The Company will not retaliate or otherwise discriminate against an employee or applicant who requests accommodation in accordance with this policy.

An employee who has questions regarding this policy or believes that they have been discriminated against based on a disability, should notify the People Team or SageSure's toll-free Ethics Reporting

### **BACK TO TOP**



Hotline at 1-844-857-9750 or [www.sagesure.ethicspoint.com](http://www.sagesure.ethicspoint.com). All such inquiries will be treated as confidentially as possible without impeding the investigation process.

## Religious Accommodations

The Company will provide reasonable accommodation for employees' religious beliefs, observances and practices when a need for such accommodation is identified, and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances or practices and the employee's job requirements, without causing undue hardship on the conduct of the Company's business.

The Company has developed an accommodation process to assist employees, management and Human Resources. Through this process, the Company establishes a system of open communication between employees and the Company to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees' needs.

Any employee who perceives a conflict between job requirements and a religious belief, observance or practice should bring the conflict and their request for accommodation to the attention of the People Team at [people@sagesure.com](mailto:people@sagesure.com) to initiate the accommodation process. The Company asks that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

The Company will not retaliate or otherwise discriminate against an employee or applicant because they request accommodation in accordance with this policy.

## Pregnancy Accommodations

In accordance with the federal Pregnant Workers Fairness Act ("PWFA"), the Company will make reasonable accommodations for known physical or mental limitations related to the pregnancy, childbirth or related medical conditions of a qualified applicant or employee, unless the accommodation imposes an undue hardship on the operation of the Company's business.

Known physical or mental limitations are those that the applicant, employee or their representative has communicated to the Company. Employees or applicants who wish to inform the Company of such a limitation and/or request a reasonable accommodation under this policy should contact their People Business Partner or [people@sagesure.com](mailto:people@sagesure.com), preferably specifying in writing, what barriers or limitations prompted the request. The People team will evaluate information provided regarding any reported or apparent barriers or limitations and will then communicate with the applicant or employee and engage in an interactive process to determine the nature of the limitation and what, if any, reasonable accommodation(s) may be appropriate. If, through this interactive process, the Company and the individual arrive at reasonable accommodation that does not impose undue hardship on the operation of the Company's business, the Company will make that accommodation.

Employees who wish to request time away from work to accommodate a limitation related to pregnancy, childbirth or a related medical condition should contact their People Business Partner or

## [BACK TO TOP](#)



[people@sagesure.com](mailto:people@sagesure.com). However, the Company will not require a qualified employee to take leave if another reasonable accommodation can be provided.

Several states and localities have laws that apply to employees affected by pregnancy, childbirth or related medical conditions. For individuals working in a jurisdiction that has a mandatory pregnancy accommodation law, the Company will comply with all legal requirements, including providing greater or different benefits than those indicated here.

The Company prohibits discrimination on the basis of pregnancy, childbirth or related medical conditions. The Company also will not interfere with any individual's rights under the PWFA or take any adverse action against a qualified applicant or employee because they request or use reasonable accommodations in accordance with this policy, report or oppose discrimination under the PWFA, or participate in a proceeding involving an alleged violation of the PWFA. Individuals who believe they have been subjected to, or believe that another individual has been subjected to, prohibited discrimination or retaliation should report it immediately to the People Team at [people@sagesure.com](mailto:people@sagesure.com) or to the Ethics Reporting Hotline at 1-844-857-9750 or [www.sagesure.ethicspoint.com](http://www.sagesure.ethicspoint.com).

## GENERAL EMPLOYMENT PRACTICES

### Employee Classifications

Employees of the Company are classified as either exempt or nonexempt under federal and state wage and hour laws and are further classified for administrative purposes.

The following designations are used throughout this Employee Handbook.

Employees will be informed whether their status is exempt or nonexempt and should consult their supervisor or their People Business Partner with any questions or concerns regarding this status.

#### Exempt Employees

Exempt employees are employees whose job assignments meet specific tests established by the federal Fair Labor Standards Act (FLSA) and state law and who are exempt from minimum wage and overtime pay requirements. Exempt employees are compensated on a salary basis.

#### Nonexempt Employees

Nonexempt employees are employees whose job positions do not meet FLSA or applicable state exemption tests, and who are not exempt from minimum wage and overtime pay requirements. Nonexempt employees are eligible to receive overtime pay for hours worked in excess of 40 hours in a given week, or as otherwise required by applicable state law.

#### Full-Time Employees

#### [BACK TO TOP](#)



Full-time employees are those who are normally scheduled to work and who do work a schedule of thirty (30) hours per week. Full-time employees are generally eligible for the employee benefits described in this Employee Handbook and are provided with benefits required by applicable law.

### **Part-Time Employees**

Part-time employees are those who are normally scheduled to work and who do work fewer than twenty-five (25) hours per week. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time employees are eligible for some, but not all, employee benefits described in this Employee Handbook and are provided with benefits required by applicable law.

### **Temporary Employees**

Temporary employees are those who are employed for short-term assignments. Temporary employees are generally hired to temporarily supplement the workforce or assist in the completion of a specific project. These temporary employment assignments are of limited duration. Temporary employees are not eligible for employee benefits, except as required by applicable law, and may be classified as exempt or nonexempt on the basis of job duties and compensation.

## **Employment Eligibility and Work Authorization**

The Company is committed to employing only individuals who are authorized to work in the United States and who comply with applicable immigration and employment law. As a condition of employment, every individual must provide satisfactory documentation of their identity and employment authorization to work in the United States within three business days after their first day of commencing employment. If the employee cannot verify their right to work in the United States within three business days after the first day of employment, the Company will be required to terminate their employment immediately.

## **Immigration**

The Company may, at its discretion, assist a prospective or current employee in obtaining appropriate work authorization (visas) from the US Citizenship and Immigration Services (USCIS) for the purpose of employment with us. We will generally pay the cost of obtaining work authorization for a prospective or current employee. In some circumstances, when legally permissible, the individual foreign national may be responsible for costs or a portion of the costs.

The Company does not provide legal assistance to the individual's spouse and/or dependents.

The employee or prospective employee is expected to cooperate fully with the Company, including obtaining the necessary approvals and providing all necessary documentation and information in a timely manner.

### **BACK TO TOP**



Failure to fully and timely cooperate in this process may result in the Company not hiring a prospective employee or terminating an employee's employment.

### **Prospective Employees: Initial Work Authorization**

An offer of employment is contingent upon an employee obtaining the required documentation to permit them to work at the Company and satisfying Form I-9 requirements. The People Team is responsible for review and oversight of the process for an individual to obtain work authorization or permanent residency status.

When a prospective employee accepts an offer of employment that is contingent upon US work authorization, we will pay the costs for processing the petition. If hired, we do not expect the employee to repay these costs unless the employee resigns prior to the date that their work authorization expires.

If, however, the employee resigns before their work authorization expires, we expect the employee to reimburse us for a portion of the legal costs associated with processing their petition (subject to legal limitations) no later than their last day of employment. We will base the reimbursement amount on the following formula:

- Number of months remaining on visa at time of resignation / total months for visa (e.g., an employee with a three-year H-1B visa who resigns after 24 months would owe reimbursement for 12/36 or 33% of the costs).

We will ask the employee to sign an agreement memorializing this repayment arrangement.

### **Fees That Employer Is Legally Mandated to Pay**

We are mandated by law to pay the following fees:

- All Program Electronic Review Management (PERM) Labor Certification-related costs, including advertising costs and attorney fees.
- H-1B government filing fees.
- H-1B attorney fees if the prevailing wage is adversely affected. In other words, if the employee's salary falls below the required wage by virtue of their having to pay attorney fees, then it is an impermissible deduction. For example, if the employee's salary is \$50,000 and the required prevailing wage is \$49,000, then the employer's wage obligation is met. However, if the employee pays attorney fees of \$2,000, then the employee's wage is adversely affected because the attorney fees must be subtracted from the salary offered. So, in the example given, the salary would drop to \$48,000, which is below the required prevailing wage of \$49,000.

### **Current Employees: Work Authorization Extension**

#### **[BACK TO TOP](#)**



We may, in our discretion, petition to extend a current employee's visa (if permitted by USCIS regulations). We will conduct a formal review of the employee's work performance and will assess our present and anticipated future needs to determine whether extending the visa is warranted.

If we decide to petition for a visa extension, we will pay the costs associated with processing the petition. If the employee resigns before the work authorization extension has been approved, we expect the employee to reimburse us for any legal expenses incurred (subject to legal limitations) to obtain the extension on their behalf, up to the date of resignation, according to the formula described above. The repayment will not include any reimbursements prohibited by law. We will ask the employee to sign an agreement memorializing this repayment arrangement.

### **Permanent Residence**

We will normally seek a permanent residency petition on behalf of an employee only after they have successfully completed one year of service with the Company and subject to our approval. Exceptions to this policy require the approval of the People Team.

An employee who has not yet attained one year of service may file for permanent residency at their own expense, for only those amounts allowed by law (e.g., the filing of a PERM application must be assumed by the Company).

### **Corporate Sponsorship Fees for Permanent Residency Filings**

We will pay for the agreed-upon legal fees and costs to the external corporate immigration attorneys associated with the application for PERM Labor Certification, the immigrant visa petition and the application for permanent residency based on the approved immigrant visa petition (I-485 or Consular processing).

We will sponsor and pay to maintain an employee's non-immigrant work authorization with us throughout the permanent residency process. We will pay the agreed-upon legal fees and requisite filing fees associated with maintaining the employee's non-immigrant work authorization.

We may, in our sole discretion, pay for the necessary Employment Authorization Documents (EAD card) and the advance parole application if either are required for business purposes, such as foreign business travel on our behalf. Approval must be first obtained from the People Team.

We will not pay for:

The costs of the employee's vaccinations; family members' medical examinations and vaccinations, photos and fingerprints; application(s) for work authorization or advance parole if not required for business purposes; or for any additional fees in excess of the normal filing fees.

Any travel/lodging expenses when an employee is filing their case unless we have specifically approved those expenses.

### **Permanent Residence: Costs**

### **[BACK TO TOP](#)**





We may pay external counsel fees and other related fees associated with pursuing permanent residency for an employee. If the employee voluntarily resigns their employment with us during the permanent residence process or within two years of the date of the final permanent residence approval, the employee must reimburse us for those fees and visa-related costs (all costs if the process has not been completed or 1/24 of the costs for each month short of two years' service after approval of permanent residence). This payment will be due on the last day of the employee's employment. The employee will not be required to repay any amounts prohibited by federal, state or local law. We will ask the employee to sign an agreement memorializing this repayment arrangement.

We have no obligation to retain a foreign national in a specific position by virtue of the employee's approval for a visa or permanent residency. Employment with the Company is at-will, which means that either the employer or the employee may end the employment relationship at any time, for any reason that is not contrary to law, or for no reason.

### **Termination of Employment of a Foreign National With Nonimmigrant Visa (NIV) Status**

External immigration counsel must assess cases where the Company terminates an H-1B or O-1 employee for any reason prior to the end of the period of authorized stay. In such cases, the Immigration and Nationality Act requires us to offer an employee the costs of reasonable transportation (generally a one-way, non-refundable coach class airfare ticket is acceptable) to return the employee to their home country or last known foreign residence. We will offer return transportation to an affected employee on the last day of employment. In cases where the employee elects to remain in the US and refuses our offer of return transportation, the employee must sign a statement confirming our offer.

We will meet any notification requirements where required by law.

We will pay for:

The actual expense of a one-way, non-refundable coach class airfare for the employee's return, only where we have terminated the employee.

We will not pay for:

- Return fare for the foreign national's dependents and/or fare for personal belongings beyond those allowed as part of the employee's coach fare.
- A terminated employee's return transportation costs for any other non-immigrant visa category (i.e., TN), we are not legally required to do so. Employees with visas in these categories must pay for their return trip to their last foreign residence themselves.
- As required by law, we will withdraw all H-1B petitions filed with the USCIS, as well as related Labor Condition Applications with the Department of Labor (DOL), for any individual who is terminated or who is no longer working at the Company for any reason.

### **[BACK TO TOP](#)**





## **Administrative Delays**

When foreign nationals apply for their visa stamp at a US Consulate abroad, there may be unforeseen administrative or security delays that can take several weeks (or longer) to resolve. These delays often cannot be identified until after applicants have completed the interview process at the US Consulate. These delays usually involve security clearance issues, and it is generally impossible to expedite them.

Should such a delay arise, an employee must inform the People Team.

## **Personal Trips**

If an administrative delay occurs during a personal trip, we will place the employee on leave of absence for up to six weeks after the approved vacation time. If this situation is not resolved within the six-week leave of absence period, this decision will be re-evaluated.

## **Business Trips**

If an administrative delay occurs during a business trip, the foreign national will continue to be paid for at least three weeks. If this situation is not resolved within a three-week period, this decision will be re-evaluated.

## **Foreign National Taxes**

We are required by law to withhold Medicare, Social Security or FICA, and state and federal income taxes.

An employee in a certain visa category (such as J-1, M-1 and F-1) may be exempt from certain federal taxes. In such a case, the employee is responsible for informing the payroll department if they want to claim an exemption. The employee is also responsible for informing the payroll department if, because of a status change, they are no longer eligible for the tax exemption.

We do not give tax advice. An employee is solely responsible for their tax status and appropriate payment of taxes.

## **Flexible Arrangements**

The Company embraces a flexible, distributed work model that balances the benefits of remote work with the meaningful value of in-person collaboration. The Company recognizes that certain kinds of work thrive on face-to-face interaction and that human connection fosters a strong sense of belonging and creativity. The Company's commitment to flexibility allows the Company to attract, retain, and optimize talent while supporting employees in unlocking their full potential.

Flexible work arrangements, whether remote or in office based with flexible schedule are tailored to the needs of the role, individual, and the department's overall distribution work strategy. In some instances, such as during an acquisition or integration process, specific work arrangement requirements may be

## **[BACK TO TOP](#)**



outlined to meet the unique demands of that transition or to maintain and adhere to existing work arrangements until further notice. These arrangements are designed to align with the Company's business needs while equipping teams, leaders, and individuals with the right technology, tools, financial resources, and skills to succeed. The Company understands that the journey to a sustainable, distributed workforce is evolutionary, and the Company is committed to continuously improving this model to ensure it remains effective and enriching for all. A remote or onsite flexible arrangement is not an entitlement, is not a Company-wide benefit, and in no way changes the terms and conditions of employment with the Company, which always remains at-will. Employees allowed a remote or onsite flexible arrangement that violates these policies will be subject to loss of the remote or onsite and flexible arrangement and further disciplinary action.

## **Definitions**

### **Remote Work Arrangement**

- Employees may work entirely from a location other than a corporate office, typically from home or another location of their choice. Remote work can be a temporary or ongoing arrangement depending on the role's requirements and does not preclude employees from utilizing the Company's office locations.

### **Onsite Flexible Arrangement**

- Employees maintain a work presence at one of the corporate offices (typically 2-3 days per week) and remotely in accordance with the schedule approved by their manager and the People Team.

### **In-Office Arrangement**

- Employees will work in an onsite location Monday through Friday in accordance with their work schedule.

## **Guidelines**

Flexible work arrangements can be informal, such as working from home for a short-term project, or formal, as described below. Each arrangement is evaluated and decided on a case-by-case basis, considering business needs, employee suitability, overall work arrangements of the team, job responsibilities, location, equipment, and workspace considerations with approval from both managers and the People Team.

The work schedule must continue to align with the department's overall work arrangements strategy, and the employee will adhere to expected work arrangements, with the understanding that unique circumstances of the job may require temporary changes in the work schedule to meet business needs.

Employees should maintain a professional, distraction-free workspace to ensure productivity and minimize disruptions during work hours. Employees are expected to proactively use collaboration tools

## **[BACK TO TOP](#)**



regardless of work arrangement to ensure regular interactions with the employee's manager and coworkers.

Employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to record all hours worked in a manner designated by the Company. Hours worked more than those specified per day and per workweek, in accordance with state and federal requirements, will require the advanced approval of your manager. Failure to comply with this requirement can result in the immediate cessation of the remote or onsite flexible arrangement. Working off-the-clock by non-exempt employees is strictly prohibited and non-exempt employees must accurately record all time worked.

A remote or onsite flexible arrangement is not designed to be a replacement for appropriate childcare. Although an individual employee's schedule may be modified to accommodate childcare needs, the focus of the work arrangement must remain on job performance and meeting business demands.

Remote or onsite flexible arrangement employees will be expected to ensure the protection of proprietary Company and customer information accessible from their home office.

### **Business Related Expenses**

The Company will reimburse the employee for business-related internet services consistent with the Travel and Expense Policy in effect. The Company will also reimburse shipping costs that are reasonably incurred in accordance with job responsibilities. For all other business-related expenses, please receive approval from your manager.

### **Technology and Equipment**

The Company will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (e.g., laptops, monitors, etc.). Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. The Company accepts no responsibility for damage or repairs to employee-owned equipment. The Company reserves the right to make determinations regarding appropriate equipment, subject to change at any time. Equipment supplied by the Company is to be used for business purposes only. The company will provide replacements or repairs for company issued equipment when required.

### **Termination of Employment**

Upon termination of employment, all Company property will be returned to the Company, pursuant to the Return of Company Property policy.

### **Changes to a Remote or Onsite Flexible Work Arrangement**

The Company acknowledges that building a sustainable and optimally distributed workforce is an ongoing process. The availability of remote or onsite flexible arrangements can be discontinued at any time at the discretion of the Company. Managers and employees are prohibited from changing a remote or onsite flexible arrangement without approval from the People Team.

### **[BACK TO TOP](#)**



The Company is committed to continuously improving this model to ensure it remains effective, enriching, and aligned with the needs of both the organization and the employees. Please reach out to your People Business Partner to learn more or discuss a change to your work arrangement.

## **International Remote Work**

SageSure recognizes that the optimal work environment is changing and evolving for many of our employees, as is our policy on remote work. We appreciate all our employees do to run down the hall, and we understand the need for flexibility in where to do that.

An employee in good standing may request to work internationally for up to 4 weeks in one particular country as long as it is legal for them to work in the requested country and there are no security threats to SageSure's equipment or network.

Upon receiving approval from their manager and at least 45 days before the anticipated US departure date, the employee should submit a request to the People Team at [people@sagesure.com](mailto:people@sagesure.com). The request will be reviewed by the People Team and the IT Team.

Requests to work remotely from a country that would put SageSure equipment, networks, or data at risk will be denied and all SageSure issued equipment should remain within the Continental US.

If the request is approved, the employee will:

- Raise a ticket with the IT Service Desk to schedule a security "check-up" before departing.
- Always run the installed Remote Access Client software before connecting to the Internet.
- Avoid public or free Wi-Fi.
- Not check SageSure's computer as part of checked baggage when flying.
- Not leave SageSure's computer in a vehicle or hotel room unattended.

The Company reserves the right to deny these requests and to restrict access to the Company's network. Questions about this policy should be directed to the People Team.

## **Romantic and Family Relationships at Work**

We will not take any adverse employment action against any employee for engaging in romantic relationships during non-working hours away from company premises. However, we will consider such relationships when they affect an employee's job performance, occur during working time, occur on company premises or pose a potential conflict of interest.

Individuals in supervisory or managerial roles and those with authority over others' terms and conditions of employment are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information, and their ability to affect the employment

### **BACK TO TOP**



of individuals in subordinate positions. Romantic or sexual relationships between supervisors or managers and their subordinates are strictly prohibited.

A familial or intimate relationship among employees can create an actual, potential or perceived conflict of interest in the employment setting, especially if one relative, spouse, partner or member of such a relationship supervises another relative, spouse, partner or member. To avoid this problem, we may refuse to hire or place a relative or other intimately associated individual in a position where the potential for favoritism or a conflict exists.

If two employees marry, become related or enter into an intimate relationship, they must disclose the relationship to the People Team at [people@sagesure.com](mailto:people@sagesure.com) and they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. In other cases where a conflict or the potential for a conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of the Company.

For the purposes of this policy, a "relative" is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage (e.g., domestic partnership or civil union status). Members of an employee's immediate family will be considered for employment based on their qualifications and in accordance with the Company's equal employment opportunity policy.

However, relatives may not be hired if employment would result in any of the following:

- Create a direct, subordinate relationship with a family member.
- Employees reporting to the same manager or senior leader.
- Have the potential for creating an adverse impact on work performance.
- Create either an actual conflict of interest, or the appearance of a conflict of interest, or the potential for favoritism.

## Internal Mobility

This policy applies to all full-time and part-time employees who are currently employed with the organization. Contractors, temporary employees, and interns are not eligible for internal mobility under this policy.

- Employees must have completed one year of SageSure service and six months in their current role before becoming eligible to apply for internal positions within the organization. The 6-month period is calculated based on the employee's start date in their current SageSure role. This policy does not apply to career path progressions or promotions within the same functional area.

### [BACK TO TOP](#)



- Employees must meet or exceed performance expectations in their current role to be considered for internal mobility. Employees on a written warning, performance improvement plan (PIP) or who have received a below-standard performance evaluation in the past 12 months are not eligible to apply for internal positions.
- Employees must have a clean disciplinary record for the past 12 months. Any active disciplinary actions may affect the employee's eligibility for internal mobility.

The Company invests in a robust training program for our non-exempt Policy Services employee, as such those employees must have a minimum of twelve (12) months of continuous service working within Policy Services, which may include a minimum of six (6) months as a contract employee, followed by a minimum of six (6) months as a SageSure employee in their present position.

### **Application Process**

- All available internal positions will be posted on the company's internal job portal. Employees who meet the eligibility criteria may apply for these positions.
- Interested employees should submit their applications through the internal job portal, following the standard application procedures. Employees are encouraged to notify their current manager before applying for a new internal position.
- Employee's current manager may be consulted as part of the internal selection process. This includes a review of the employee's performance, attendance, and overall contribution to the team.
- All internal applicants will undergo a fair and transparent selection process. This process may include interviews, assessments, and reference checks. The hiring manager, in consultation with HR, will make the final decision on the selection.

### **Transition Process**

- The employee must complete all outstanding tasks and provide a comprehensive handover to their successor or current team before transitioning to the new role.
- The start date for the new internal position will be mutually agreed upon by the employee, the current manager, and the new manager, considering business needs and transition requirements.

### **Exceptions**

Any exceptions to this policy require written approval from both the Chief Administrative Officer and the employee's current CDR. Exceptions may be considered in cases where the internal move is critical to business needs or the employee's skills and experience are uniquely aligned with the open position.

### **BACK TO TOP**



## Background Checks

The Company recognizes the importance of maintaining a safe, secure workplace with employees who are qualified, reliable and nonviolent, and who do not present a risk of serious harm to their co-workers or others. To promote these concerns and interests, the Company reserves the right to investigate an individual's prior employment history, personal references and educational background, as well as other relevant information.

Consistent with legal or contractual requirements, the Company also reserves the right to obtain and review an applicant's or employee's criminal conviction record and related information, and to use such information when making employment decisions, but only to the extent permissible under applicable law. A pending criminal matter may be considered in appropriate circumstances for business-related reasons, consistent with applicable law.

The Company is an equal opportunity employer and will comply with applicable federal, state and local laws relating to the use of background checks for employment purposes. All background checks will be conducted in strict conformity with the federal Fair Credit Reporting Act (FCRA), applicable state fair credit reporting laws, and state and federal antidiscrimination and privacy laws.

## Disclosure of Arrests or Convictions

As part of our commitment to maintaining a safe and secure work environment, all employees are required to promptly notify the company if they are arrested, charged, or convicted of any criminal offense during their employment. This disclosure must be made within to the People Team at [people@sagesure.com](mailto:people@sagesure.com) within 48 hours of the incident.

Failure to report such information in a timely manner may result in disciplinary action, up to and including termination of employment. The company will evaluate the nature and circumstances of the arrest or conviction to determine its impact on the employee's role and the company's operations.

Please note that this requirement applies to all employees, regardless of position or status.

## Employment Verification

The Company will verify employment to the extent of confirming dates of employment and position held. The Company does not provide letters of reference.

Requests for employment verification with financial information, such as for credit or mortgage applications, will be processed only with an employee's written authorization.

No employee other than the staff of the People Team is allowed to respond to any inquiry concerning a current or former employee. Requests for employment verification with financial information must be forwarded directly to the PeopleOps team at [PeopleOps@sagesure.com](mailto:PeopleOps@sagesure.com).

## [BACK TO TOP](#)





## Reference Checks

So that the Company can handle requests for job references in a consistent, fair and lawful manner, all requests for job references on behalf of the Company should be forwarded to [PeopleOps@sagesure.com](mailto:PeopleOps@sagesure.com). In response to job reference requests, the Company will only confirm current or former employees' dates of employment and job title. If an employee or former employee submits written authorization, the Company will also provide information regarding salary or wage history.

## Employee Review of Digital Employment Records

The Company allows employees to review their digital employment records maintained in the Company's HRIS system in accordance with applicable state or local law. Employees may not remove any items from their digital employment file and may not copy employment records unless specifically allowed under applicable state law. Employees have the right to correct certain information.

## Performance Reviews

Performance evaluations are generally scheduled twice each year or upon a change in assignments; however, supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis.

Receiving a positive performance review does not ensure a salary increase or promotion. These decisions are made at the Company's discretion and are influenced by various factors, including the employee's overall performance and alignment with the Company's core values.

We reserve the right to make any employment changes (including termination) before or after performance evaluations.

## Personal Data Changes

To assist employees and/or their families better in the event of personal emergencies, the Company needs to maintain up-to-date contact information.

Maintaining accurate information in our files is also important for recordkeeping, payroll and benefits-related purposes.

Changes in name, address, telephone number, tax withholding, and emergency contact should be updated and maintained by the Employee in the Company's HRIS. Other changes such as marital status, number of dependents, next of kin and/or beneficiaries should be provided to [peopleops@sagesure.com](mailto:peopleops@sagesure.com). Changes to healthcare coverage can only be made within 30 days of a life event (e.g., the birth of child, marriage, etc.) or during the Company-wide open enrollment period.

## Voluntary Open Door

### [BACK TO TOP](#)





We recognize that employees may have suggestions for improving our work environment, as well as complaints about the work environment. Employees should feel free to contact their supervisor with any suggestions and/or complaints. If employees do not feel comfortable contacting their supervisor or are not satisfied with their supervisor's response, they should contact their People Business Partner or [people@sagesure.com](mailto:people@sagesure.com)

While we provide employees with this opportunity to communicate their views, please understand that not every complaint can be resolved to the employee's satisfaction. Even so, we believe that open communication is essential to a successful work environment, and all employees should feel free to raise issues of concern without fear of reprisal.

Please note that some company policies, such as the Sexual and Other Unlawful Harassment policy, contain specific reporting procedures that should be followed by employees seeking to report violations of those policies. Employees should utilize this policy for reports and ideas that are not addressed through the Company's specific reporting procedures

## WORKPLACE CONDUCT

### Standards of Conduct

The company expects employees to follow basic, common-sense rules of conduct that will protect everyone's safety and security.

It is not possible to list all forms of behavior that are considered unacceptable in the work environment. To guide employees, we are providing some examples of possible forms of behavior that are considered unacceptable and may lead to disciplinary action, including termination of employment, in the discretion of the Company. The following list is not all-inclusive:

- Falsification of employment records, employment information or other records or work-related information of the Company;
- Recording the work time of another employee, allowing any employee to record another employee's work time, or allowing falsification of any time report, whether yours or another employee's;
- Theft or the deliberate or careless damage of any company property or the property of any employee, client, contractor or visitor;
- Use of company materials, supplies, tools or products for personal reasons without advanced permission from management.
- Violation of the Company's Protecting the Company's Technology Assets policy.
- Provoking a physical fight or engaging in physical fighting in the work environment, during working hours, at a work event or on premises owned or occupied by the Company;
- Carrying firearms, weapons or dangerous substances at any time, on premises owned or occupied by the Company, unless otherwise permitted by applicable law;

### [BACK TO TOP](#)



- Using violent, threatening or unlawfully harassing language at any time in the work environment, during working hours or while on premises owned or occupied by the Company;
- Absence of three consecutive scheduled workdays without prior notice to the Company;
- Making knowingly false statements concerning the Company or any employee, client, contractor or visitor;
- Failing to obtain permission from your manager to leave work or be offline during scheduled working time (not including legally required meal and rest breaks) unless the reason is legally protected;
- Failing to observe work schedule requirements, including meal and rest breaks;
- Abusing or misusing paid sick leave. Note: For employees subject to mandatory sick leave laws, the provisions of the applicable policy govern sick leave issues;
- Working overtime without authorization or refusing to work assigned hours;
- Violating any policy, rule or procedure of the Company;
- Failure to demonstrate immediate and consistent improvement in poor work performance;
- Engaging in discussions or acts of violence against any employee, client, contractor or visitor;
- Conduct that is physically injurious or threatening towards any employee, client, contractor or visitor;
- Refusal to perform assigned duties as requested by a manager unless unsafe or contrary to Company policies or procedures;
- Use, consumption or possession of illegal drugs on the Company premises, during working hours, at a work event or otherwise in violation of the Company's Drugfree Workplace Policy and
- Discrimination or harassment in violation of the Company's Equal Employment Opportunity (EEO) or Sexual and Other Prohibited Harassment Policies against any employee, client, contractor, visitor or other individual involved in the operations of the Company based upon race, religion, age, sex, national origin, disability or any other protected characteristic under applicable federal, state or local law.

Please note this list is not all-inclusive and the Company may take disciplinary action to address other types of conduct, or performance issues or rule violation in its sole discretion. Although employment may be terminated at-will by either the employee or the Company at any time and can be terminated by the Company for good cause, without following any formal system of discipline or warning, we may exercise discretion to utilize forms of discipline that are less severe than termination. Examples of less severe forms of discipline include verbal warnings, written warnings, demotions and suspensions. Although one or more of these forms of discipline may be taken, no formal order or procedures are necessary. The Company reserves the right to determine which type of disciplinary action to issue in response to any type of performance issue or rule violation. The Company reserves the right to determine which type of disciplinary action to issue an employee. This statement of prohibited conduct

#### **[BACK TO TOP](#)**



does not alter or limit the policy of at-will employment, where applicable. Either the employee or the Company may terminate the employment relationship at any time for any reason, with or without cause, and with or without notice.

This policy in no way prohibits employee affiliations or activities that are protected under applicable local, state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act (NLRA), which includes the right of employees to organize collectively and to speak with others about their terms and conditions of employment.

## **Reporting and Anti-Retaliation Policy**

Choosing to speak up about work-related concerns helps build a healthy, ethical and compliant company and is part of our culture. To promote that culture, the Company encourages employees to speak up and raise questions and concerns promptly about any situation that may violate our policies or procedures; the laws, rules and regulations that govern our business operations; and best practices in accounting, auditing and financial reporting matters (collectively these are referred to in this policy as our "Code").

For purposes of this policy, and because our Code captures standards of ethics and compliance at a broad level, references to our "Code" should also be read to encompass all of our obligations to perform our jobs in a manner that is consistent with the Company's policies and procedures, as well as applicable laws. Our people are our most valuable asset. It benefits all of us if we raise our concerns so the Company may consider them carefully and address them properly.

SageSure is deeply committed to promoting a culture of ethical business conduct and compliance with:

- Our policies and procedures;
- The laws, rules, and regulations that govern our business operations; and
- Best practices in accounting, auditing and financial reporting matters.

We expect all of our employees, officers, directors, and agents to follow this commitment in all aspects of their work.

### **Raise Good-Faith Questions and Concerns About Conduct That May Violate Our Code**

Consistent with our commitment to ethics, compliance and the law, we welcome your good-faith questions and concerns about any conduct you believe may violate our Code.

We promote an environment that fosters good-faith communications when performing job duties and responsibilities for the Company. This includes conduct by employees, managers, supervisors and third parties involved in the Company's business operations, including, for example, contractors, suppliers, consultants or clients.

### **The Company Does Not Tolerate Retaliation**

Coming forward with questions or concerns may sometimes feel like a difficult decision, but we are committed to fostering an environment that does not deter individuals from speaking up when they

**[BACK TO TOP](#)**



observe conduct that may violate our Code. For that reason, the Company will not tolerate retaliation of any kind because an employee in good faith raises a question or concern about a violation or suspected violation of our Code, or because the employee participates in or cooperates with an investigation of such concerns.

Retaliation is any conduct that would reasonably dissuade an employee from raising, reporting or communicating about good-faith concerns through our internal reporting channels or with any governmental authority or from participating in or cooperating with an investigation or legal proceeding raising such concerns.

Retaliation may occur through conduct or written communication and may take many forms, including actual or implied threats, verbal or nonverbal behaviors, changes to the terms or conditions of employment, coercion, bullying, intimidation or deliberate exclusionary behaviors.

It is the Company's policy to adhere to all applicable laws protecting our employees against unlawful retaliation or discrimination as a result of their raising good-faith questions or concerns. If you are ever aware of an instance or threat of retaliation, please immediately report it.

Please note that nothing in this policy prevents the Company from taking appropriate disciplinary or other legitimate employment action consistent with its usual disciplinary practices and the law. In addition, this policy prohibits and does not protect employees who knowingly and intentionally raise false concerns or reports.

### **How to Raise Questions and Concerns**

Employees can submit their good-faith questions or concerns about conduct they believe may violate our Code to:

- Their supervisor or manager;
- The People Team;
- Legal / Compliance;
- Director Employee Relations & Compliance;
- Our anonymous and confidential Ethics Reporting Hotline; or

When an employee raises concern, the Company will maintain confidentiality to the fullest extent possible, consistent with applicable legal requirements and the need to conduct an adequate investigation or review. Please note that employees can submit concerns anonymously and confidentially through our Ethics Reporting Hotline at 1-844-857-9750 or [www.sagesure.ethicspoint.com](http://www.sagesure.ethicspoint.com).

When raising concerns, we ask that employees provide as much detailed information as possible, including the background and history of the concern, names, dates, places and the reasons why the situation is cause for concern. This is especially important for concerns raised anonymously, so that the Company may conduct an appropriate review and, if necessary, begin an investigation.

### **What We Will Do**

#### **BACK TO TOP**



SageSure is committed to reviewing all reported concerns; conducting proper, fair and thorough investigations tailored to the circumstances; and taking appropriate remedial and concluding steps as warranted. All action taken by the Company in response to a concern will necessarily depend on the nature and severity of the concern. This may include initial inquiries and fact-gathering to decide whether an investigation is appropriate and, if so, the form and scope of the investigation. Note that an investigation into concerns raised is not an indication that they have either been confirmed or rejected. The Company complies with the law in conducting investigations. The Company also expects employees to provide truthful information when participating in an investigation and, during the investigation, to keep matters related to the investigation confidential.

Remember, all good faith concerns and reports raised under this policy will be taken seriously.

### **Adherence to This Policy**

Employees who believe that they have been subjected to any conduct that violates this policy may register a complaint using the procedures outlined above. Any employee who unlawfully discriminates or retaliates against another employee as a result of their protected actions as described in this policy may be subject to corrective action, up to and including termination.

Please note as well that the Company does not prohibit anyone from electing to report concerns to, make lawful disclosures, provide documents or other information to, or communicate with the EEOC, the National Labor Relations Board (NLRB or Board), the SEC or any other federal, state or local agency about conduct believed to violate laws or regulations. The Company also does not prohibit employees from participating in investigations or proceedings conducted by one of these authorities.

### **Personal Appearance**

The image the Company projects to the public is reflected in the appearance of our employees. Simply stated, employees should look neat, clean and well-groomed and should be dressed appropriately to perform their specific duties. Employees are expected to use good judgment in their appearance and grooming, keeping in mind the nature of the work, their own safety and the safety of co-workers, and their need to interact with the public.

Below are a few guidelines for professional appearance:

- Clothing should be well-fitting and not constitute a safety hazard.
- All employees should practice common sense rules of cleanliness and comfort.
- When jeans are appropriate for the position, the jeans must be in good condition.
- Tank tops, t-shirts, jogging suits, flip-flops, slippers, garments that are unnecessarily revealing, sweat pants and other similar apparel are generally not permitted.

We encourage employees to seek the advice of their supervisor or the People Team if they have questions regarding appropriate dress or appearance at work.

### **BACK TO TOP**



Employees who report to work in a manner that violates this policy may be instructed by their supervisor to return home to change. The time that nonexempt employees are absent for this purpose will be unpaid unless state law requires otherwise.

Nothing in this policy is intended to prevent employees from wearing a hair or facial hair style that is consistent with their cultural, ethnic or racial heritage or identity. This policy will be interpreted to comply with applicable local, state or federal law.

The Company will reasonably accommodate an employee's religious beliefs, medical condition or disability by making exceptions to this policy. Employees who need such accommodation should contact their supervisor or the People Team.

## **Attendance and Punctuality**

Employees are expected to be regular in attendance and to be punctual. Any tardiness, early departure, or absence causes problems for fellow employees and supervisors. If employees are absent, their workload must be performed by others, just as they must assume the workload of others who are absent. To limit problems caused by employee absences, early departure, or tardiness, we have adopted the following policy that applies to absences not previously approved by the Company.

Employees are expected to report to work as scheduled, be on time and be prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for meal or break periods, or when required to leave on authorized company business or otherwise authorized to leave. Non-approved late arrivals, early departures or other absences from scheduled hours are disruptive and must be avoided.

If employees are unable to report for work on any particular day, they must notify their supervisor at least two hours or as soon as practical, before the time the employee is scheduled to begin working for that day. The Company may inquire about the general reason for an absence or tardiness. Unless extenuating circumstances exist, employees must call in on each and every day they are scheduled to work but will not report to work.

Excessive absenteeism or tardiness may result in disciplinary action up to and including termination of employment unless the absence or tardiness is legally protected. The following types of time off will not be considered grounds for disciplinary action under this policy:

- Excused time off, including vacation and other forms of paid time off;
- Sick leave provided under a mandatory sick leave law;
- Approved leaves of absence, including jury duty leave, military leave, leave protected under the Family and Medical Leave Act or similar state laws, and time off or leave provided under the Americans with Disabilities Act or similar state laws; and/or
- Time off due to a work-related injury that is covered by workers' compensation.

## **[BACK TO TOP](#)**



## Job Abandonment

If an employee fails to report to work for three consecutive days without notifying their supervisor, the Company will consider this as job abandonment and voluntary resignation, unless extraordinary circumstances or legally protected reasons apply.

Additionally, if an employee resigns without providing written notice, the Company may also treat the situation as job abandonment.

Employees will not be subject to disciplinary action under this policy for any legally protected absence such as an absence under the FMLA, ADA, paid sick leave, or other legally approved absence.

## Personal Electronic Devices

Although the Company permits employees to bring personal electronic devices, including cell phones and smartphones, into the workplace, employees are expected to remember that working time is for work.

Therefore, employees should generally only use personal electronic devices (such as engaging in personal phone calls) during nonworking time, including meal and rest breaks. Outside of this time, use of personal devices should be kept to a minimum and for emergencies only.

## Personal Calls

While employees are at work, they are expected to perform their job duties and responsibilities. Personal calls should be made primarily outside of working time.

The Company may monitor the frequency and duration of an employee's usage of its telephones. In the event it is necessary to make a personal long-distance call, employees may be asked to reimburse the Company for the cost, when applicable. Abuse of the Company's telephones and/or long-distance service may result in discipline, up to and including termination of employment.

## Contact With the Media

To ensure that the Company communicates with the media in a consistent, timely and professional manner about matters related to the Company, employees should notify the Marketing team at [marketings@sagesure.com](mailto:marketings@sagesure.com) or the Legal team at [legal@sagesure.com](mailto:legal@sagesure.com) whenever they are contacted by the media and asked to speak on behalf of the Company so that the Company knows that a media inquiry has been made.

Do not respond to media inquiries on the Company's behalf without authorization. This rule does not prevent employees from speaking with the media, but they should not attempt to speak on behalf of the Company unless they have specifically been authorized to do so by an officer of the Company.

## [BACK TO TOP](#)





This policy is not intended to limit employee communications that are protected under federal and state law, including Section 7 of the NLRA.

## **Social Media**

SageSure respects the legal rights of its employees and understands that employees' time outside of work is their own. However, employees should be mindful that their social media activity, even if done off premises and while off-duty, could affect the Company's legitimate business interests. For example, the information posted could be the Company's confidential business information. In addition, some readers may mistakenly view an employee as a spokesperson for the Company. Consequently, social media activity is a legitimate and proper focus of Company policy.

For purposes of this policy, "social media activity" includes all types of posts and other communications on the internet, including, but not limited to, posts on social networking sites, such as Facebook, LinkedIn, Instagram, Pinterest and X (formerly known as Twitter); blogs and other online journals and diaries; bulletin boards, chat rooms and forums; microblogging, such as X, Instagram, Slack or Trello; and postings of video or audio on media-sharing sites, such as YouTube, Instagram, TikTok, Snapchat or Flickr.

Social media activity also includes permitting, or failing to remove, posts by others whenever the employee can control the content of posts, such as on a personal page or blog.

Our social media company policy provides a framework for using social media. Social media is a place where people exchange information, opinions and experiences to learn, develop and have fun. Whether you're handling a corporate account or using one of your own, you should remain productive and avoid damaging the Company in any way. This policy provides practical advice to avoid issues that might arise by careless use of social media in the workplace.

This policy does not prohibit employee social media activity that is protected under Section 7 of the National Labor Relations Act (NLRA), which includes the right to organize collectively and to speak with others about the terms and conditions of employment. The Company will not enforce this policy in a way that would interfere with employees' Section 7 rights.

### **Using Personal Social Media**

We ask you that you are mindful when posting on social media. We can't restrict what you post there, but we expect you to adhere to our confidentiality policies at all times. We also caution you to avoid violating our anti-harassment policies or posting something that might make your collaboration with your colleagues more difficult. In general, please:

- Ensure others know that your personal account or statements don't represent the Company. You shouldn't state or imply that your personal opinions and content are authorized or endorsed by the Company. We advise using a disclaimer such as "opinions are my own" to avoid misunderstandings.

### **BACK TO TOP**





- Avoid sharing intellectual property like trademarks, Company logos, or branding on a personal account without approval. Confidentiality policies and laws always apply.
- Avoid any defamatory, offensive, hateful, or derogatory content, posts that could reasonably be found to be offensive. It may be considered as a violation of our company's anti-harassment policy, if directed towards colleagues, clients, or partners.
- Express only your personal opinions. Never represent yourself as a spokesperson speaking on behalf of the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an associate and make it clear that your views do not represent those of the Company, fellow associates, members, customers, suppliers, or people working on behalf of the Company.
- Do not use Company email addresses to register on social networks, blogs, shopping websites, or other online tools utilized for personal use.
- Accordingly, the Company urges all employees not to post information regarding the Company that might detrimentally affect the Company's goodwill or business reputation. Remember you are bound by the Company's Confidentiality Agreement and/or Non-Solicitation agreement. If you see content in a social media environment that reflects poorly on SageSure or its stakeholders, notify your manager or the Legal and Marketing departments immediately.

### **Disciplinary Consequences**

Employees who do not adhere to these guidelines are subject to disciplinary action, up to and including termination.

If you have questions or need further guidance, please contact the People Team at [people@sagesure.com](mailto:people@sagesure.com).

### **Conflicts of Interest**

While we acknowledge that employees may have pursuits separate from their work at the Company, such endeavors cannot compete with or conflict with an employee's job duties and responsibilities at the Company. To further explain an employee's obligations to avoid conflicts of interest, a conflict of interest may arise, for instance, when an employee has a financial or other interest that could interfere with the employee's job duties with the Company or when an employee uses their position with the Company for personal gain. Each employee of the Company is required to ensure that they and their family members do not improperly benefit personally from the employee's position as an employee for the Company.

Employees must conduct themselves in such a way as to avoid actual or potential conflicts of interest, as set out in this policy. The following are examples of prohibited conflicts of interest in any aspect of an employee's job:

### **BACK TO TOP**



- Acting as a director, officer, consultant, agent or employee of a supplier, customer, competitor or other business entity that engages in business with the Company;
- Owning a material interest in, being a creditor of or having other financial interest in a supplier, customer, competitor or other business entity that engages in business with the Company;
- Receiving from or giving to any supplier, customer or competitor gifts, gratuities, special allowances, discounts or other advantages not generally available to employees of the Company;
- Having any significant direct or indirect personal interest in a business transaction involving the Company;
- Conducting outside activities that materially detract from or interfere with the full and timely performance of an employee's services for the Company; or
- Influencing commercial transactions involving purchases, contracts or leases in a way that would have a negative impact on the Company or its business.

If an employee finds that they have, or are considering the assumption of, a financial interest, an outside employment relationship or other activity that might involve a conflict of interest, as discussed in this policy, or if the employee is in doubt as to whether any conduct or activity may constitute a conflict of interest, the employee must promptly discuss the matter with our Legal department, [legal@sagesure.com](mailto:legal@sagesure.com) and refrain from acting on the Company's behalf in any manner that might reasonably be considered to be a conflict of interest or affected by any adverse interest. If the matter is deemed to be a conflict of interest, the affected employee must withdraw from the matter.

Failure to disclose a conflict or potential conflict of interest is a violation of this policy and may lead to disciplinary action, up to and including termination of employment.

This policy in no way prohibits employee affiliations, activities or communications that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to organize collectively and to speak with others about their terms and conditions of employment.

## Outside Employment

The Company does not prohibit employees from holding other jobs; however, the following types of outside employment are prohibited:

- Employment that conflicts with the employee's work schedule, job duties and responsibilities to the Company or that creates an actual conflict of interest as set out in the Conflicts of Interest Policy;
- Employment that impairs or has a detrimental effect on the employee's work performance with the Company;
- Employment that requires employees to conduct work or related activities during work time for the Company or using any of the Company's tools, materials or equipment;

### [BACK TO TOP](#)



- Employment that directly or indirectly competes with the business or the interests of the Company.
- For the purposes of this policy, self-employment is considered outside employment.

Employees engaged in outside employment should notify the Legal team at [legal@sagesure.com](mailto:legal@sagesure.com) to ensure there is no conflict of interest.

The Company will not assume any responsibility for employees' outside employment. Specifically, the Company will not provide workers' compensation coverage or any other benefit for injuries occurring from, or arising out of, such outside employment.

## COMPANY RECORDS AND INFORMATION

### Employee Confidentiality and Proprietary Information Requirements

Maintaining the trust and confidence of our Company's, employees', and clients' information is of fundamental importance to our Company. In providing services, we may obtain nonpublic personal information about our clients and prospective clients, such as social security numbers, addresses, phone numbers, financial information, and/or transaction histories. You may similarly be provided during the performance of your duties access to confidential and proprietary information or trade secrets. This may include, but is not limited to, information regarding products or services, market strategies, know-how, processes, financial information, third-party information, management, and operational information. We are committed to keeping nonpublic personal information, confidential information, and trade secrets of our Company, clients, prospective and former clients, current and former employees secure and confidential. Employees may not disclose any such information to third parties or otherwise use such information for personal gain. Employees may not use nonpublic personal information or disclose nonpublic personal information to any third party unless used or disclosed in accordance with all applicable procedures of the Company. If there is a question about whether certain nonpublic personal information, confidential information, or trade secrets may be disclosed to a third party, please speak first with your manager.

SageSure's confidential information and intellectual property (including trade secrets) are extremely valuable to the Company. Treat them accordingly and do not jeopardize them through your business or personal use of electronic communications systems, including email, text messaging, internet access, social media, and telephone conversations and voice mail. Ask your manager if you are unsure whether to disclose confidential information to particular individuals or how to safeguard the Company's proprietary rights.

Do not use the Company's name, brand names, logos, taglines, slogans, or other trademarks without written permission from the Legal Department.

This policy also prohibits use of the Company's IT resources and communications systems in any manner that would infringe on or violate the proprietary rights of third parties. Electronic communications systems provide easy access to vast amounts of information, including material that

### [BACK TO TOP](#)



is protected by copyright, trademark, patent, and/or trade secret law. You should not knowingly use or distribute any such material downloaded from the internet or received by email without the prior written permission of the Legal Department, [legal@sagesure.com](mailto:legal@sagesure.com).

Confidential information does not include information lawfully acquired by non-management employees about wages, hours, benefits or other terms and conditions of employment, if used by them for purposes protected by Section 7 of the National Labor Relations Act (NLRA), such as communicating with others; self-organizing; joining, forming or assisting labor organizations; bargaining collectively with representatives of the employees' choosing; engaging in other concerted activity for collective bargaining or other mutual aid or protection; refraining from engaging in such activities; or any other conduct protected by Section 7 of the NLRA.

Confidential information also does not include conduct that was, or that an employee reasonably believes to be, illegal; conduct that is recognized as against a clear mandate of public policy; or the existence of a non-confidential settlement involving any such conduct.

Nothing in this Employee Handbook prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority; disclosing confidential information that the employee acquired through lawful means in the course of their employment to a governmental authority in connection with any communication or report; or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission (SEC), the Department of Labor or any other appropriate government authority.

Further, employees are hereby notified that, under the 2016 Defend Trade Secrets Act (DTSA):

No individual will be held criminally or civilly liable under federal or state trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that:

- Is made in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigating a suspected violation of law; or
- Is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and

An individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by order in that proceeding.

## **Embargoed Information**

"Embargoed Information," such as information concerning new insurance products created by the Company before the Company has launched the products, released the products, or introduced the

### **[BACK TO TOP](#)**



products at an event open to the public, should never be transmitted, or forwarded to outside individuals or companies not authorized to receive that information and should not be sent or forwarded to other employees inside the Company who do not need to know the information.

Employees should exercise care in addressing email messages to ensure that messages are not inadvertently sent to outsiders or the wrong person inside the Company. Employees should be careful when using distribution lists to ensure that all addressees are appropriate recipients of the information. Messages containing embargoed information, such as information concerning new insurance products created by the Company before the Company has launched the products, released the products, or introduced the products at an event open to the public, should not be routinely forwarded to multiple parties unless there is a clear business need to do so.

Some email messages or memoranda sent, received, or stored on the Company computer system may constitute confidential, privileged communications between the Company and its attorneys. Employees should not forward such messages or their contents to individuals inside or outside the Company without prior authorization.

## **Employee Records Confidentiality**

The Company philosophy is to safeguard personal employee information in its possession to ensure the confidentiality of the information. Additionally, the Company will only collect personal information that is required to pursue its business operations and to comply with government reporting and disclosure requirements.

Personal employee information is considered confidential and as such will be shared only as required and with those who have a need to have access to such information. Personal information collected by the company includes, but is not limited to, employee names, addresses, telephone numbers, e-mail addresses, emergency contact information, equal employment opportunity (EEO) demographic data, medical information, social security numbers, date of birth, employment eligibility data, benefits plan enrollment information, which may include dependent personal information, and school/college or certification credentials. Participants in Company benefit plans should be aware that personal information will be shared with plan providers as required for their claims handling or record keeping needs.

All hard copy records will be maintained in locked, secure areas with access limited to those who have a need for such access. Personal employee information maintained electronically will be safeguarded under company proprietary electronic transmission and intranet policies and security systems, with access granted only to those with a legitimate need. Certain records, such as I-9 forms and medical records, will be maintained separate from general personnel records whether maintained electronically or hard copy.

Company-assigned information, which may include organizational charts, department titles and staff charts, job titles, department budgets, company coding and recording systems, telephone directories, e-mail lists, company facility or location information and addresses, is considered by the company to be proprietary company information to be used for internal purposes only. The Company maintains the

### **[BACK TO TOP](#)**



right to communicate and distribute such company information as it deems necessary to conduct business operations.

If an employee becomes aware of a material breach in maintaining the confidentiality of employee personal information, the employee should report the incident to a representative of the People Team or to SageSure's toll-free Ethics Reporting Hotline at 1-844-857-9750 or [www.sagesure.ethicspoint.com](http://www.sagesure.ethicspoint.com).

The People Team has the responsibility to investigate the incident and take corrective action. Please be aware that a standard of reasonableness will apply in these circumstances. Examples of the release of employee information that will not be considered a breach include the following:

- Release of partial employee birth dates, i.e., day and month is not considered confidential and may be shared with department heads who elect to recognize employees on such dates.
- Personal telephone numbers or e-mail addresses may be distributed to department heads in order to facilitate company work schedules or business operations.
- Employee identifier information used in salary or budget planning, review processes and for timekeeping purposes will be shared with department heads.
- Employee's company anniversary or service recognition information will be distributed to appropriate department heads periodically.

## Records Retention and Destruction

Email documents, notes, or messages placed in electronic files (note logs, folders, archives, etc.) by users are subject to the Company Records Management and Retention policy and are the responsibility of each email user.

Retention requirements are determined by document content rather than the medium through which they are communicated. Accordingly, certain documents transmitted by the Company's computer system may be subject to longer or shorter retention period requirements.

All destruction procedures will be suspended when an email document or group of documents are placed on legal hold. Whenever facts indicate that a threatened or actual commencement of a legal, judicial, or administrative investigation or proceeding exists, the Company will issue a legal hold on Company documents which takes priority over the Company's record destruction guidelines. Any document that is relevant to a legal hold must not be destroyed under any circumstances. Employees are required to comply with all legal hold notices.

## Insider Trading

The policy applies to all employees and consultants (collectively "Covered Persons") for the company. As the company is a non-publicly traded company, this policy is intended to address trading of securities of the company's publicly traded clients, partners, vendors, and other entities for which

### [BACK TO TOP](#)



Covered Persons may meet non-public information during the course of their duties (collectively "Covered Companies").

The Company requires all Covered Persons to guard against the misuse of confidential information in securities trading and to comply fully with the laws prohibiting insider trading and stock tipping.

For these purposes, insider trading is trading in securities of Covered Companies while in the possession of material, nonpublic information. Stock tipping is the disclosure of material inside information to enable the recipient to buy or sell securities based on such information. These are serious offenses that can result in civil and criminal penalties.

Information is considered "material" if a reasonable investor would consider it important in deciding whether to buy, sell, or retain a security. Material information may be either good or bad and is not limited to financial information. Some examples of inside information include financial forecasts or results, product information, marketing plans, proposed acquisitions or divestitures, strategic plans or information about significant product or service developments.

Information is generally considered "public" one full trading day after there has been an announcement of the information by the company, such as an announcement through radio, television, news wire services, or in a document like an annual report or prospectus.

Covered Persons are prohibited from engaging in short-term speculative trading in securities of Covered Companies, as well as hedging and other derivative transactions with respect to securities of Covered Companies. These transactions are characterized by short sales, "put" or "call" options, swaps, collars, or similar derivative transactions.

Such transactions by Covered Persons may become the subject of investigative action by the Securities and Exchange Commission or another regulatory authority, in the event of any unusual activity in the stock or the stock price performance of Covered Companies.

Questions regarding the prohibition on insider trading or concerning this policy may be directed to the Chief Administrative Office or the Chief Operating Officer of the Company.

## **Economic Sanctions**

Governing applicable laws and regulations prohibit providing direct or indirect services or otherwise dealing with sanctioned individuals, entities, countries, or governments. Sanctioned parties are generally identified on government watchlists as part of an embargo involving a specific country or included within a particular business sector.

In compliance with U.S. and other applicable economic sanctions programs, employees are prohibited from conducting business with or benefiting:

- 1) Designated individuals or entities (involved in or connected to certain activities, including global terrorism, weapons proliferation or narcotics trafficking);

## **[BACK TO TOP](#)**





- 2) Certain countries, their governments (including government agents and government-owned entities) as well as nationals and private entities located in those countries; and
- 3) Any entity in which one or more sanctioned persons - directly or indirectly - owns a 50% or greater interest.

Information regarding prohibited businesses can be found here  
<https://sanctionssearch.ofac.treas.gov/>.

To mitigate sanctions risk, you must raise questions or concerns when you see potential sanctions warning signs; the most critical being reference to a sanctioned country, entity or individual anywhere, anytime. If you encounter a sanctions warning sign, stop all related activities or transactions, notify the Legal Department immediately, and await their guidance on how to proceed.

To determine if a party is subject to these prohibitions, consult with the People Team or Legal Department. Matters involving a confirmed sanctioned party, or where an employee is unsure, must be referred to the Legal Department.

## **Preventing Money Laundering**

Money laundering is the process of taking the proceeds of illegal activity and making them appear legitimate. Money laundering is generally accomplished in three steps:

- Placing cash or other assets derived from illegal activity into the financial system;
- “Layering” the assets by moving them between multiple accounts or financial institutions; and
- Integrating the assets back into the mainstream economy (e.g., purchasing a house).

We are committed to meeting our responsibilities to help prevent money laundering and terrorist financing. These responsibilities generally include identifying clients, monitoring client activity and reporting suspicious or unusual activity consistent with applicable laws. To prevent money laundering, you must be watchful for warning signs, accurately perform due diligence on our potential customers and other third parties and speak up when something raises your suspicions or doesn’t seem quite right.

If you even suspect bribery, corruption, money laundering, or a potential sanctions violation, report it immediately. Suspicious activity reporting requirements are time sensitive. Contact your manager, the People Team or SageSure’s toll-free Ethics Reporting Hotline at 1-844-857-9750 or [www.sagesure.ethicspoint.com](http://www.sagesure.ethicspoint.com) as soon as you have a concern that an activity might be unusual or suspicious.

## **Anti-Bribery and Anti-Corruption**

The Company is committed to managing and conducting all aspects of its business ethically and in compliance with all applicable laws. The Company’s Code of Business Conduct requires that the

**[BACK TO TOP](#)**



**SageSure Employee Handbook – Effective August 3, 2023**

The information contained in this document is proprietary, confidential and/or otherwise sensitive in nature. Any unauthorized dissemination, copying, or use of this document or its contents is strictly prohibited.

Company, its employees and anyone acting on behalf of the Company obey company policies and all applicable laws where the Company operates, including specific anti-corruption laws. Anti-Corruption Laws make it illegal for the Company or anyone acting on the Company's behalf to bribe any person or entity or to accept a bribe from any person or entity. The Company has zero tolerance for any bribery or corruption and has implemented this policy, training and internal controls to proactively manage corruption risk. The Company is also required to keep accurate and complete books and records and to maintain proper internal accounting controls.

This policy and the anti-corruption laws are REQUIRED to be followed by the Company's officers, directors, and full and part time employees (collectively "employees"), contractors and by consultants, agents, and sub-contractors (collectively "affiliates").

This extends to all of the Company's operations, including operations conducted by each department. This policy applies to all employees, contractors, and affiliates.

All of the above have a personal and professional obligation to conduct the business activities of the Company ethically and in compliance with this policy as well as related policies. Failure to do so will result in disciplinary action, including possible dismissal and criminal liability.

All affected individuals will be required to confirm that they have read and understood the contents of this policy and that they subscribe to its terms and conditions as part of their relationship, in whatever format, with the Company.

Any person, natural or juristic, mentioned in this section of the policy, who is in breach of the terms of this policy, shall indemnify and hold harmless, the Company, and its directors, shareholders, employees, and stakeholders, against any liabilities, actions, suits, losses, and costs of whatsoever nature arising out of a breach of the terms of this policy.

### **Bribes and Kickbacks**

Bribery involves offering, giving or promise of a financial or other advantage to any stakeholder with an intention to reward them to perform their duties and responsibilities improperly. Bribery also involves the requesting and/or accepting of a financial or other advantage by another person with the intention to reward them to perform their duties and responsibilities improperly. Bribes may take the form of cash (or cash equivalent), unreasonable gifts, entertainment, or hospitality.

Kickbacks occur when, e.g., service providers pay part of their fees/commissions to the individual/s who award them a contract or some other business advantage. It is immaterial whether the bribe/kickback is offered or requested directly or through a third party.

As a matter of this policy, the Company prohibits its employees from engaging in acts of corruption and from paying bribes or kickbacks to public officials and/or private individuals, or conversely to accept bribes or kickbacks from public officials and/or private individuals.

### **Public Officials**

#### **[BACK TO TOP](#)**



The Company prohibits facilitation payments or “grease payments” offered to a person in government or other individual to secure or speed up a routine, discretionary government process or decision, such as expediting a license or approval. These rules apply to actions by third parties on the Company’s behalf to the same extent that the rules apply to actions of employees, contractors, and affiliates.

Bribing or corrupting a public official is a serious offence, carries severe criminal penalties and can cause significant reputational damage. Any employee found guilty of this will face severe reprimand and, most likely, dismissal.

### **Gifts and Hospitality**

Employees of the Company may not offer to, or accept from, third parties, any gifts, hospitality, rewards, benefits, or other incentives that could affect either party’s impartiality, influence a business decision or lead to the improper performance of an official duty. Similarly, employees may not offer or accept cash donations. Employees may, however, offer and accept reasonable and proportionate gifts and entertainment like dinner reservations, theatre tickets or sporting event attendance.

Employees, contractors, and affiliates **MUST NOT** provide or offer to provide payment or other incentive to anyone in exchange for gaining any sort of improper benefit. A payment or other incentive can be anything of value, not just cash, but also Business Gifts, services, job offers, loans, travel expenses and entertainment. A Business Gift is anything of value given or received from clients and others the Company does business with as the result of a business relationship, for which the recipient does not pay fair market value (referred to as “Business Gifts”). Employees, contractors, and affiliates **MUST NOT** offer anything of value in an attempt to improperly influence any person, regardless of whether they are in the private or public sector or are a government official. In addition, employees, contractors, and affiliates **MUST NOT** accept anything of value in order to provide an improper benefit.

Employees must, at all times, consider the following guidelines and must ensure that the gift or benefit:

- Is being given as an expression of goodwill and not in expectation of a return favor;
- Is provided openly and transparently, and is of a nature that will not cause the Company embarrassment, if publicly reported;
- Complies with local laws and regulations, including the recipient’s own rules; and
- Meets the value limits set by the Company and has all required approvals.

In cases of uncertainty, employees must seek advice from their line managers beforehand. Employees must seek prior approval from their line managers for all gifts or benefits received or offered with a value of more than \$50.00 US dollars or equivalent prior to final acceptance.

Approval must be given in writing and records of gifts received or given must be recorded in a specific log for such a purpose and being overseen by the People Team.

### **BACK TO TOP**



## **Conflict of Interest**

Employees must avoid situations or transactions in which their personal interests could conflict or might be seen to be in conflict with the interests of the Company. This includes acting on any client information gained through their employment with the Company or personal gain; passing such information to a third party.

Conflict of interest may arise if employees have a personal business interest in business dealings involving the Company. Such personal interest can be direct or indirect. If there is a potential for conflict or perceived conflict, this must be disclosed to the Company whose interests must take priority.

## **Charitable Donations**

As part of its corporate citizenship activities, the Company may support local charities or provide sponsorship, for example to sporting or cultural events. Such sponsorships must be transparent and properly documented. The Company will only provide sponsorship to organizations that serve a legitimate public purpose and who are themselves subject to high standards of transparency and accountability. Appropriate due diligence must be conducted on any proposed recipient charity and its bona fides.

## **Political Activities**

The Company has a policy of strict political neutrality – as such it does not make donations to any political parties, organizations or individuals engaged in politics. The Company will cooperate with governments and other official bodies regarding policy and legislation that may affect its legitimate business interests or where it has specialist expertise. Employees are entitled to their own political views, but they may not use the Company's premises or resources to promote such views or associate their views with those of the Company.

## **Training**

An ethical culture is important to the Company and is an integral part of the Company's core values. Every employee and contractor must read, understand, and comply with this policy. Annual certifications of compliance with this policy will be required as will annual participation in the Company Anti-Corruption training sessions. The Company will make this policy available to all its employees. It will also form part of the on-boarding program for new employees. All employees must ensure that they have full knowledge of the content and scope of this policy.

## **Reporting**

Employees and contractors who learn of a violation or suspected violation of Anti-Corruption Laws are required to take immediate action. If an employee or contractor suspects a violation of the law or policy, it is their duty to report this wrongdoing by contacting their manager, the Legal Department at [legal@sagesure.com](mailto:legal@sagesure.com) or to SageSure's toll-free Ethics Reporting Hotline at 1-844-857-9750 or [www.sagesure.ethicspoint.com](http://www.sagesure.ethicspoint.com).

## **BACK TO TOP**



Managers notified of a violation or suspected violation of Anti-Corruption Laws must promptly escalate the matter to the Legal Department or the SageSure Ethics Reporting Hotline. The Company does not tolerate any retaliation against anyone who, in good faith, reports a violation of the Company policy or law or cooperates with an investigation. If an employee or contractor prefers to remain anonymous, violations or suspected violations may be reported to SageSure's toll-free Ethics Reporting Hotline at 1-844-857-9750 or [www.sagesure.ethicspoint.com](http://www.sagesure.ethicspoint.com) twenty-four (24) hours a day/7 days a week. If employees, contractors, or affiliates need guidance or have questions about this policy, they should contact the Legal Department at [legal@sagesure.com](mailto:legal@sagesure.com).

### **Non-Compliance**

The Company's failure to ensure compliance with this policy could lead to the following consequences:

- Criminal or civil liabilities for the Company, including fines and imprisonment;
- Serious reputational damage could lead to decline in business and growth.

Employees' failure to ensure compliance with this policy could lead to the following consequences:

- Personal criminal liability, including fines and imprisonment;
- Disciplinary action instituted by the Company, including the prospect of dismissal;
- Personal reputational damage.

### **Monitor and Review**

The Legal Department will review the implementation and ongoing management of this policy regularly considering its suitability, adequacy, and effectiveness.

Internal control systems and procedures will be subject to regular audits to provide assurance that they are effective in countering bribery and corruption.

## **TIME OFF AND LEAVES OF ABSENCE**

### **Holidays**

To meet the needs of the business, observe and honor important holidays in our country and continue to afford some flexibility for our diverse employees, the Company observes certain days as paid holidays. The holiday schedule for the upcoming year is generally announced in advance, typically during the fourth quarter of the current year. When an observed holiday falls on a weekend, the Company customarily observes it on the preceding Friday or the following Monday. For additional details, please refer to the Payroll and Holiday Calendar.

### **BACK TO TOP**



If you are not scheduled to work on a paid holiday, you are not eligible for holiday pay. If you are on unpaid leave of absence during a paid holiday, you are also not entitled to holiday pay. Holiday pay is not considered time worked for purposes of calculating overtime pay.

Part-time employees will receive holiday pay if the holiday falls on their regularly scheduled workday. Part-Time employees will be paid for the number of hours they were scheduled to work on the holiday at their base hourly rate of pay.

Some states have specific laws regarding the observance of or premium pay for certain holidays. For employees working in those states, the Company will comply with applicable state law and may add holidays or designate different holidays to accommodate the requirements of the specific state as reflected in the applicable state supplement.

## **Floating Holidays**

Employees actively employed on January 1 will receive two floating holidays that must be used prior to December 31 of that year. Employees hired after January 1 may receive one or both floating holidays based on their hire date within the calendar year. For example, employees hired on or before June 1 will receive both floating holidays, while those hired after July 1 will receive one floating holiday. Any exceptions to this policy must be outlined in the individual employment agreement.

Unused floating holidays may not be carried forward from year to year. Any unused floating holidays will be forfeited at the end of the calendar year and upon separation of employment, unless otherwise required by law. Floating holidays may be used for absences to celebrate cultural, civic or religious observance or special occasion that is not formally designated as a company holiday.

Employees should provide their supervisor with as much advance notice as possible and must obtain approval prior to using a floating holiday. Employees should record their floating holiday time in accordance with company policy.

Employees may not use a floating holiday to extend a resignation period and should not use a floating holiday once they have given notice, unless prohibited by state law. Floating holiday pay is calculated at the employee's base rate of pay in effect at the time when the floating holiday is taken or paid to the employee upon termination (where pay out at termination is required by law).

## **Paid Time Off (PTO)**

The Company recognizes that everyone needs time away from work to relax, rejuvenate and meet their respective personal needs. The paid time off (PTO) policy contains provisions for vacation, sick, and personal leave. The benefit of PTO is that it promotes a flexible approach to time off. Employees are accountable and responsible for managing their own PTO hours and should plan appropriately to allow for adequate reserves if there is a need to cover vacation, illness or disability, appointments, emergencies, or other needs that require time away from work.

For employees working in jurisdictions that mandate paid sick leave, this policy is designed to comply with all applicable paid and unpaid sick leave laws and regulations.

### **[BACK TO TOP](#)**



An employee's Paid Time Off (PTO) accrual is determined by factors such as employment type, FLSA status, tenure with the company, and the terms of the employment agreement. PTO accrues daily, including weekends, and any hours taken are deducted from the employee's accrued PTO balance. Any exceptions to this policy are outlined in the employee's individual employment agreement.

Exceptions to this policy apply in the event of a leave of absence. All PTO accruals will pause as of the leave start date and will resume upon the employee's effective return date.

The Company's PTO Policy does not apply to absences from work that are permitted due to fixed company holidays, jury/witness duty, military duty, parental leave, disability leave, bereavement leave, and unexpected office closure.

Notwithstanding the foregoing, employees must use any accrued, but unused, PTO prior to requesting unpaid time off, unless state or local law requires otherwise.

### **Eligibility**

All full-time employees' roles up to and including AVP, are eligible for PTO.

Part-time employees are not eligible to accrue PTO unless otherwise agreed to in writing and signed by the Company and the employee. Part-time employees working in paid sick leave jurisdictions will be provided paid sick leave in accordance with applicable laws and regulations.

Eligible employees that work in a paid sick leave jurisdiction may use PTO for their own medical condition, the medical condition of a family member, time off resulting from sexual assault or domestic violence of employee or a family member, or any other reason allowed under applicable paid sick leave laws and regulations. The Company will not retaliate against an employee for using PTO for permitted paid sick and safe leave reasons.

### **Scheduling PTO Absences**

The Company will attempt to accommodate all requests for PTO; however, adjustments may be necessary depending on business needs, especially during high-demand periods when PTO is not needed for a paid sick leave reason or other emergency.

### **Unscheduled PTO**

When PTO is requested due to an unexpected illness, injury, medical appointment, or other personal need that could not have been scheduled, employees are required to provide as much advance notice as possible, but at least one (1) hour prior to the start of the employee's scheduled workday absent an emergency. Employees using or returning from unscheduled PTO, where the PTO is being used for illness or injury, may be required to furnish return-to-work documentation upon request to the People Team documentation that establishes the employee's suitability to return to work.

During an unscheduled PTO absence, the manager is responsible for recording PTO on the employee's timecard in the Company's time management system, including comments to document the

### **[BACK TO TOP](#)**





unscheduled PTO usage. Any adjustments to past timesheets must be coordinated with the employee's management and the Payroll team to ensure accuracy.

### **Scheduled PTO**

Scheduled PTO requests must be submitted by the employee within the time management system, and employees must obtain their manager's approval. Each manager is responsible for ensuring that PTO requests will not result in undue disruption of normal business activity before approval. Management has final approval of all PTO requests, and employees should refrain from finalizing plans until final approval has been obtained.

Employees are encouraged to submit PTO requests as soon as possible for popular vacation periods, such as the period between Thanksgiving and New Year's and summer, as well as for extended periods of PTO (> 5 days in length). If a manager receives multiple PTO requests for the same timeframe, consideration will be given to employees who submitted the earlier request. If a non-exempt employee becomes ill while at work and cannot finish the day's work because of the illness, hours not worked will be paid utilizing available PTO, then unpaid time, in that order, in accordance with applicable law.

PTO requests for expected paid sick leave should be provided at least seven (7) days in advance when the need for leave is foreseeable. The employee is responsible for checking the status of the request in the time management system to ensure manager approval has been received.

### **Advanced PTO**

To support our employees, we offer an option to advance up to 5 days (40 hours) of Paid Time Off (PTO) before it has been accrued. This policy is designed to promote a healthy work-life balance and foster an inclusive and supportive work environment. All full-time employees are eligible to request advanced PTO while part-time employees may be eligible if specifically agreed upon in writing.

Requests for advanced PTO must be submitted to the employee's direct manager via email within the first 15 days of employment or a new calendar year and must be used during the first 90 days of employment or the new calendar year. The Advance PTO request requires approval from the employee's direct manager and from the AVP of Total Rewards. Upon approval by the direct manager and the AVP of Total Rewards, the Advanced PTO will be deducted from the employee's anticipated year-end balance and added to the balance upon the effective date of the Advanced PTO. Upon the addition of the Advanced PTO to the employee's balance, the employee will input the request into the Company's time management system. The approval will depend on business needs, the employee's performance, the employee's existing time-off balances, and the reason for the request.

Employees must accrue sufficient hours to repay any advanced time before additional PTO is requested. Exceptions may be granted by the AVP of Total Rewards in cases of significant hardship or extraordinary circumstances.

### **PTO Accrual and Accounting**

PTO accrual is determined by the employee's employment type, FLSA status, tenure, and the terms of

### **[BACK TO TOP](#)**



the employment agreement. Accruals are applied daily, including weekends. When an employee reaches the maximum available PTO balance, accruals will pause and will resume once PTO is used. Exceptions to this policy apply in the event of a leave of absence. All PTO accruals will pause as of the leave start date and will resume upon the employee's effective return date. The chart below outlines the accrual schedule and maximum vacation allotment for eligible employees.

<b>Exempt (Salaried Employees)</b>			
<b>Service Completed</b>	<b>PTO Hours Earned Per Day</b>	<b>PTO [Hours/Days] Earned Per Year</b>	<b>Maximum PTO+ [Hours/Days] Available</b>
<b>1-4 Years</b>	.44	160/20	160/20
<b>5 + Years</b>	.55	200/25	200/25

<b>Non-Exempt (Hourly Employees)</b>			
<b>Service Completed</b>	<b>PTO Hours Earned Per Day</b>	<b>PTO [Days] Earned Per Year</b>	<b>Maximum PTO [Days] Available</b>
<b>1-4 Years</b>	.33	120/15	120/15
<b>5 + Years</b>	.44	160/20	160/20

### **Carrying Over PTO to Next Year**

Employees may carry over all accrued but unused PTO to the following calendar year, which will be documented as "PTO Carryover" in the company's time management system. Unless otherwise specified, PTO Carryover leave is not eligible for payout.

PTO Carryover must be used by March 31 of the award year. Any unused PTO Carryover will be forfeited on April 1 of that year. State laws and regulations may vary; please consult with the People Team at [people@sagesure.com](mailto:people@sagesure.com) additional information.

### **BACK TO TOP**



Any PTO carried over into the next calendar year loses all monetary value and is not eligible to be paid out upon separation unless otherwise required under applicable state law. Please see the attached state specific supplements for any exceptions to PTO carryover.

### **Seattle Employees – Carryover Limits & No Cap on Unused PTO**

Washington state exempt employees are not required to accrue paid sick leave, and thus, PTO for those employees is governed by the general policy. Seattle employees accrue PTO at the rates identified above but may only carry over 108 hours of accrued unused PTO from one year to the next.

### **Terminating Employment – PTO**

Employees may not use PTO to extend a resignation period and should not use PTO days once they have given notice, unless prohibited by state law. The last day the employee performs work will be the last day of employment.

Employees who have a remaining PTO balance will receive payment for those days upon termination, excluding any days carried over from the previous calendar year (see above). Any carried-over PTO not used at the time of termination will be forfeited unless otherwise required under applicable state law.

Unused PTO will be paid out as of the last day the employee performed work. Employees will receive such payment on the next scheduled payroll date unless otherwise required under applicable state law. Please see attached state specific supplements for any exceptions to PTO payout at time of termination.

### **Awarding of Additional PTO**

As featured in the table above, PTO will be accrued based on tenure to reward employees who have contributed to the Company's long-term success.

The employee's PTO accrual rate will increase on the employee's fifth anniversary with the Company. For exempt employees, the accrual rate will change to .55 PTO hours earned per day and for non-exempt employees, the accrual rate will change to .44 PTO hours earned per day.

The Company prohibits discrimination or retaliation against employees because of an employee's request for, or use of, PTO for legally mandated paid or unpaid sick leave reasons under state or local law. If you believe that you have been treated unfairly on account of your use of PTO for a legally mandated paid sick leave reason, please immediately report this concern to the People Team so that the matter may be reviewed, and appropriate corrective action may be taken.

### **Flexible Time Off (FTO)**

Effective January 1, 2024, full-time employees at the Vice President level and above will be eligible for flexible, paid time off (FTO). This unlimited FTO policy applies to time off used for any reason the eligible employee sees fit (i.e., vacation, sick, doctor's appointments, family illness, emergencies, etc.). It is applicable for eligible employees only and supersedes the PTO policy in effect for other company

### **[BACK TO TOP](#)**



employees. Additionally, there is no accrual cap, rollover, or limit to the number of days that can be taken per year. FTO under this policy stands alone as the sole time off program for eligible employees. Employees eligible for FTO are not eligible for PTO. Accordingly, any accrued balances for PTO that are unused at the time of publication of this policy must be used prior to admittance to the FTO program.

The Company does not have a fixed amount of paid time off for employees at the Vice President level and above. Eligible employees absent from work for appropriately scheduled and approved vacation or personal time, or for any reason covered by applicable paid sick leave requirements, are eligible for flexible time off ("FTO") with pay under this policy.

### **Use of FTO**

FTO is not intended as a form of additional wages for services performed but rather is part of the Company's intent to provide a flexible work schedule and to allow employees the ability to decide when and how much time off is needed in their particular circumstances. Accordingly, eligible employees will not accrue or carry over FTO, and FTO will not be paid out upon separation. However, eligible employees may use FTO for traditional vacation purposes, bereavement, and personal needs, as well as for any absence protected by applicable paid sick leave laws.

### **Scheduling & Approval of FTO for Vacation or Personal Time**

Use of FTO for reasons other than paid sick leave required by applicable law will be subject to traditional scheduling and approval processes. For Scheduled FTO, the Employee must submit time off requests within the time management system and obtain their manager's prior approval. Should the leave extend ten (10) consecutive business days, additional approval is required. Each manager is responsible for ensuring that FTO requests will not result in undue disruption of normal business activity before approval. Management has final approval of all FTO time, and employees should refrain from finalizing plans until final approval has been obtained.

FTO requests will only be recognized once the employee submits a fully completed FTO request in the Company's time management system and the manager has approved the request, unless needed for a paid sick leave reason in accordance with applicable law.

If FTO for these purposes is not scheduled reasonably in advance, or if business necessity requires it, such FTO may be denied or delayed.

### **Notification for FTO as Legally Mandated Paid Sick Leave**

If the need for FTO is related to any legally mandated paid sick leave requirement and is foreseeable, eligible employees should provide advance notice as soon as possible, preferably at least seven (7) days in advance. If the need for FTO is related to any paid sick leave requirement under state or local law and is unforeseeable, eligible employees shall provide notice of the need for FTO as soon as practicable. Notice should be given by notifying their manager, the People Team, and [benefits@sagesure.com](mailto:benefits@sagesure.com).

### **BACK TO TOP**



## **Documentation of FTO as Legally Mandated Paid Sick Leave**

If an eligible employee uses paid sick leave for more than three (3) consecutive scheduled work days for any reason protected by the federal Family and Medical Leave Act ("FMLA"), or similar state laws, or any applicable paid sick leave law, the Company may require reasonable documentation of the purpose for such leave where consistent with applicable law.

The Company also reserves the right to require documentation verifying an eligible employee's need to use FTO, including for any absence protected by any applicable paid sick leave law, if there are indications of a pattern of abuse, such as repeated use of unscheduled FTO.

## **FTO and Other Approved Leave**

FTO is not intended for long-term leave or as a long-term care solution. As such, eligible employees on or who require unpaid leaves of absence for more than thirty (30) days due to a health condition or to care for a family member with a health condition, will not be eligible for FTO beyond the first thirty (30) days. Similarly, eligible employees who qualify for other wage replacement benefits while on approved leave (for example, an employee eligible for workers' compensation, paid family or parental leave, short-term disability, or long-term disability) will not receive FTO compensation except as provided below.

If an eligible employee remains absent for seven (7) or more calendar days due to their own illness or injury, they should apply for short-term disability benefits through the state-provided plan or, if applicable, a company-provided plan. Notice should be given by notifying their manager, the People team, and [benefits@sagesure.com](mailto:benefits@sagesure.com) to initiate a disability claim.

Absences covered by short-term disability, including pregnancy-related disabilities, or workers compensation, are not eligible for compensation under this FTO policy. However, the Company will bridge the otherwise unpaid short-term disability or workers' compensation waiting period with FTO. If the Company becomes aware that an absence may qualify for short-term disability benefits, management or the People team will direct the employee to contact [benefits@sagesure.com](mailto:benefits@sagesure.com) to apply for short-term disability benefits.

Likewise, if an eligible employee is absent for more than three (3) consecutive work days due to a serious health condition or any other reason covered by the federal Family and Medical Leave Act ("FMLA") or similar state laws, the eligible employee should contact the People team and [benefits@sagesure.com](mailto:benefits@sagesure.com) to apply for state and/or federal family medical leave ("FMLA leave").

The Company will bridge up to thirty (30) days of otherwise unpaid FMLA leave with FTO if the FMLA is for the employee's own serious health condition or to care for an immediate family member with a serious health condition. If any portion of the leave is paid through another source, the bridged 30-day payment shall be offset by the amount received. Otherwise, if the eligible employee is approved for FMLA leave, any future leave taken for the same FMLA-qualifying serious health condition is exempt from this FTO compensation. Any future leave for the same FMLA-qualifying serious health condition, whether continuous or intermittent, shall also be designated as FMLA leave and counted against the eligible employee's FMLA allotment, not FTO. If the Company becomes aware that an absence may be protected under the FMLA for reasons other than the eligible employee's own serious health condition,

## **BACK TO TOP**



management or the People Team will direct the eligible employee to contact [benefits@sagesure.com](mailto:benefits@sagesure.com) to apply for FMLA leave.

For information or questions concerning this policy and the use of FTO during otherwise unpaid leaves of absence, short-term disability, or FMLA leave, the eligible employee should contact the People Team for assistance.

### **Abuse of FTO**

Abuse of FTO, including as legally mandated paid sick leave under federal, state, or local law, may result in disciplinary action up to and including termination. Since there is no fixed number of vacation, personal, or sick days, disciplinary action may be taken if a pattern of potential abuse of FTO develops, if an eligible employee is failing to meet expectations of the role, if the time off is negatively impacting business operations, or if an excessive number of absences occur that are beyond the scope of any approved FMLA leave, approved disability leave, or leave provided as a reasonable accommodation.

The Company also reserves the right to require documentation from a health care provider verifying an employee's need to use FTO for paid sick leave required by state or local law if there are indications of a pattern of abuse, such as repeated use of unscheduled FTO on or adjacent to weekends, holidays, or payday, regardless of whether the eligible employee has used FTO for more than three (3) consecutive work days.

### **State and Local Paid Sick Leave Laws**

To the extent that state or local laws mandate the accrual and use of paid sick leave, this policy is intended to ensure that eligible employees who work in those jurisdictions receive paid sick leave in accordance with these requirements. The Company prohibits discrimination or retaliation against employees because of a request for FTO for legally protected paid sick leave purposes or the use of such FTO. If you believe that you have been treated unfairly on account of your use of such FTO or request for such FTO, please immediately report this concern to the People team so that the matter may be reviewed, and appropriate corrective action may be taken.

### **Parental Bonding Leave**

This policy applies to all full-time employees who have completed one (1) full year of employment. Employees that experience complications from a pregnancy that are not eligible for paid leave under this Parental Bonding Leave policy may still be entitled to reasonable accommodation under the ADAAA depending on the circumstances and/or other leave that may be available under applicable state, local or federal law.

The Company understands the importance of bonding time with a new child. To ensure our employee's welfare, the Company offers paid leave for new parents to bond with their new children.

New parents are offered paid leave to bond with a newly born or adopted child. The amount of paid leave varies depending on whether the employee is the primary caregiver or secondary caregiver of the child. Eligible employees will be required to designate whether they are the primary or secondary

### **BACK TO TOP**



caregiver when requesting leave under this policy. An employee cannot designate both the primary and secondary caregiver and seek both primary and secondary paid leave under this policy. Further, two caregivers cannot be designated as primary within the same household.

For the purposes of this policy, a primary caregiver is defined as a parent who has primary daytime childcare responsibility in the initial weeks following the child's birth or adoption. For the purposes of this policy, a secondary caregiver is defined as a parent who has non-primary daytime childcare responsibility in the initial weeks following the child's birth or adoption. Any employee planning to take parental bonding leave under this policy must notify the People Team and [benefits@sagsure.com](mailto:benefits@sagsure.com) at least 2 months prior to the expected due date or finalization of the adoption process and complete the appropriate designation form.

Paid leave under this policy will be paid at the employee's normal base rate of pay and will not include any incentive pay, bonuses, or commissions. Paid leave under this policy will also run concurrent with FMLA or any other paid leave an employee may be eligible for under applicable state law. Employees will have any paid leave available under this policy reduced by any paid leave an eligible employee may be entitled to under applicable state or local law. In states where permitted and paid family, medical or disability leave is available, this benefit is only as a supplemental benefit to the state or local provided benefit. Employees will not be allowed to pyramid for paid time off under this policy and applicable state or local law.

### **Primary Caregiver Leave**

The Company will provide full base salary for up to twelve (12) weeks of leave for eligible primary caregivers immediately following the birth or adoption of a child.

### **Secondary Caregiver Leave**

The Company will provide full base salary for up to two (2) weeks of leave for secondary caregivers following the birth or adoption. The Parental Bonding Leave must be taken consecutively at any time within the first six (6) months of the baby's birth or the date of a non-relative legal adoption.

### **Eligibility and Conditions**

The following requirements must be met to be eligible for paid leave under this policy:

- Full-time employment status.
- Completed one (1) year of employment preceding child's date of birth or adoption.
- Must have e-mailed the People Team and [benefits@sagsure.com](mailto:benefits@sagsure.com) at least two (2) months prior to the birth or adoption requesting a leave under this policy.
- Not used paid parental bonding leave under this policy in the prior twelve (12) month period.

### **BACK TO TOP**





- Must take the parental bonding leave in a single block leave that must be taken within the twelve weeks (for primary caregiver) following the date of birth or adoption of the child and within six (6) months (for secondary caregiver) of the child's birth date or adoption.
- If the new parent is expecting more than one (1) child (i.e., a multiple birth – twins, triplets, etc.), the paid leave is still limited to 12 weeks for primary caregivers and 2 weeks for secondary caregivers.
- If both parents work for the Company, each new parent is entitled to the appropriate leave under this policy but only one parent may designate as the primary caregiver.

Employees will receive confirmation, pending submission of appropriate documentation of the child's birth (birth certificate confirming the child's date of birth), or adoption (Court documents), of their requested leave dates from the People Team. Employee's Manager will be copied on the approval email.

The Parental Bonding Leave payments under this policy will supplement any other pay the eligible employee may be entitled to under Company policy. For example, if an employee is eligible for Short-Term Disability (STD), the employee will be paid under this policy the difference between those STD benefits up to 100% of their pay while on paid parental leave. STD and paid parental leave will run concurrently up to 100%. Employees will not receive more than 100% of their regular pay. The leave is independent of an employee's PTO balance and an employee will not be required to exhaust PTO during this leave. Paid parental leave will run concurrent with any other federal or state leave such as FMLA.

Employees may be provided additional unpaid leave at the Company's discretion depending on the particular facts of each situation at the conclusion of Parental Bonding Leave. Any request for same should be made to the People Team.

Any misuse of this paid parental leave or deceit in obtaining permission to utilize this paid parental leave will result in disciplinary action up to and including immediate termination.

### **Primary Caregiver "Phase Back" Program for Full-Time Employees**

To help with the transition for individuals after the birth or adoption of a child, the Company offers parents serving as the primary caregiver the opportunity to work a four (4) day work week for the duration of the one (1) month following the date in which the employee returns to the office. The eligible employee will receive full pay (40 hours) during this one-month phase back period.

### **Conditions**

- The employee is responsible for notifying their manager and the People Team at [people@sagesure.com](mailto:people@sagesure.com) of their intention to participate in the phase back program.
- The employee will coordinate with their manager to determine the day of the week that will be eligible for the phase back program.

### **BACK TO TOP**



- The manager and the employee are responsible for tracking the start and end date of the phase back program and notifying the People Team of any deviations.
- Scheduling PTO during the phase back program is subject to manager approval.

## **Family and Medical Leave Act (FMLA)**

Under the Family and Medical Leave Act (FMLA), an employee may be eligible for a period of job-protected unpaid leave if they meet the criteria set forth in the FMLA. This policy provides a brief overview of the statutory criteria as well as the Company's own policies regarding FMLA Leave.

### **General Eligibility**

Employees are eligible for leave if they have worked for the Company at least 12 months (not necessarily continually), at least 1,250 hours, over the past 12 months and work at a location where the Company employs 50 or more employees within 75 miles.

### **Types and Duration of FMLA Leave**

#### **Basic FMLA Leave and Active-Duty Leave**

An employee may be eligible for up to 12 weeks of unpaid leave in a rolling 12-month period for the following reasons:

- The birth of an employee's child and to bond or care for such child, or placement for adoption or foster care of a child.
- To care for an immediate family member (spouse, child under 18 years old, or a child 18 and over that is incapable of self-care, or parent) with a serious health condition.
- Because of a serious health condition which renders the employee unable to work.
- Because of any qualifying exigency arising out of the fact that the employee's spouse, son (of any age), daughter (of any age) or parent, who is serving in any branch of the military (including the National Guard or Reserves), has been deployed or called to active duty in a foreign country ("active-duty leave").

### **Paid Leave**

Some states and cities have laws that provide for different or additional leaves of absence. The Company abides by all state and local laws. Please contact the People Team with any questions. Your FMLA leave runs concurrently with other types of leave, such as leaves of absence under any state leave laws, to the extent permitted by state law. The following are descriptions of some, but not all, of these additional leave laws. See the state specific supplements for further information.

### **BACK TO TOP**



## **Military Caregiver Leave**

An employee may also take Military Caregiver Leave to care for a spouse, son (of any age), daughter (of any age), parent or next of kin who is:

- (1) A current member of the Armed Forces, including the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, which was incurred in the line of duty (or for a pre-existing injury or illness which is aggravated in the line of duty) and that renders the service member medically unfit to perform the duties of their office, grade, rank, or rating; or
- (2) A veteran who was a member of any branch of the Armed Forces, including the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness that occurred in the line of duty (or for a pre-existing injury or illness which was aggravated in the line of duty) at any time within 5 years preceding the treatment, recuperation, or therapy. A covered service member incurs a serious illness or injury for purposes of this paragraph when one of the following occurs:
  - a. The injury or illness makes the employee medically unfit to perform the duties of their office, grade, rank, or rating.
  - b. It causes the service member to have a VA service disability rating at 50% or greater.
  - c. It is a mental or physical condition that substantially impairs their ability to obtain gainful employment.
  - d. The VA enrolls the employee in the Department of Veteran Affairs Program of Comprehensive Assistance for Family Caregivers.

Eligible employees are entitled to a total of 26 weeks of unpaid military caregiver leave during a single 12-month period. This single 12-month period begins on the first day an eligible employee takes military caregiver leave (as long as it is within 5-years of the covered service member's active duty) and ends 12 months after that date. Military caregiver leave applies on a per-covered service member, per-injury basis, so that an employee may be eligible to take more than one 26-week period of military caregiver leave, but no more than 26-weeks of leave may be taken during any one 12-month period. For example, if an employee takes 10-weeks of FMLA leave due to their own serious health condition, the employee may take only 16-weeks of military caregiver leave during that same 12-month period.

## **Definitions**

A "serious health condition" referenced above in the basic FMLA Leave and Active-Duty Leave section above means an illness, injury, impairment, or physical or mental condition that involves:

- In-patient care (i.e., an overnight stay) in a hospital or other medical care facility (including any period of incapacity or any subsequent treatment in connection with such care).

## **[BACK TO TOP](#)**



- A period of incapacity of more than three consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves (i) treatment two or more times by a health care provider or under the supervision of a health care provider within 30 days of the start of the incapacity, or (ii) treatment by a health care provider on at least one occasion within seven days of the start of the incapacity which results in a regimen of continuing treatment under the supervision of a health care provider.
- Any period of incapacity due to pregnancy, or for prenatal care.
- Any period of incapacity due to a chronic serious health condition requiring periodic visits of at least twice a year for treatment by a health care provider.
- A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, during which the employee (or family member) must be under continuing supervision of, but need not be receiving active treatment by, a health care provider.
- Any period of absence to receive multiple treatments by a health care provider or under the supervision of a health care provider, either for restorative surgery after an accident or other injury, or for a condition that will likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

A “qualifying exigency” referenced above in the basic FMLA Leave and Active-Duty Leave section above refers to the following circumstances:

- Short-notice deployment: to address issues arising when the notification of a call or order to active duty is seven days or less.
- Military events and related activities: attending official military events or family assistance programs or briefings.
- Childcare and school activities: for qualifying childcare and school related reasons for a child, legal ward, or stepchild of a covered military member.
- Financial and legal arrangements: to make or update financial or legal affairs to address the absence of a covered military member.
- Counseling: to attend counseling provided by someone other than a health care provider for oneself, for the covered military member, or child, legal ward, or stepchild of the covered military member.
- Post-deployment activities: to attend official ceremonies or programs sponsored by the military for up to 90 days after a covered military member’s active duty terminates or to address issues arising from the death of a covered military member while on active duty.
- Care of the covered military member’s parent if the parent is incapable of self-care.

## **[BACK TO TOP](#)**



- Rest and recuperation: to spend up to fifteen (15) calendar days for each period in which a covered military member is on short-term rest leave during a period of deployment; or
- Additional activities: for other events where the Company and the employee agree on the time and duration of the leave.

### **When Spouses Work Together**

When spouses are both eligible for FMLA and both work at the Company, a spouse will be eligible for a combined 26-weeks of unpaid military caregiver leave as discussed above. If the spouse taking military caregiver leave also takes leave for the birth or placement of a child or to care for a parent who has a serious health condition, that leave also may count toward the 26-weeks of combined military caregiver leave during a single 12-month period.

### **Notice of Need for FMLA Leave**

If the leave is foreseeable (birth or placement, planned medical care, leave due to active duty of immediate family member), the employee must provide at least 30 days advance notice to [benefits@sagesure.com](mailto:benefits@sagesure.com), our leave management vendor, and the People Team. If circumstances prevent providing the 30-days advance notice, then the employee should provide as much notice as reasonably possible.

If an employee fails to give the required notice for foreseeable leave with no reasonable excuse, the employee may be denied the taking of the leave until they provide adequate notice of need for the leave. The employee should make every reasonable effort to schedule medical treatments so as not to disrupt the ongoing operations of the Company.

### **Intermittent FMLA Leave**

Leave on an intermittent or reduced schedule basis may be available when medically necessary due to an employee's serious health condition or an employee's immediate family member's serious health condition. Intermittent or reduced schedule leave for the birth or placement of a child for adoption or foster care may be taken only with approval from the People Team.

Military caregiver leave may be taken intermittently or on a reduced leave schedule when medically necessary. Active-duty leave may also be taken on an intermittent or reduced leave schedule.

An employee taking intermittent leave must follow the Company's standard call-in procedures absent unusual circumstances.

If it is necessary, the Company may transfer an employee on intermittent or reduced schedule leave to an alternate position and/or location for which the employee is qualified, and which better accommodates periods of intermittent leave. The manager must contact the People Team prior to any transfer of the employee.

### **BACK TO TOP**



If it is necessary, the Company may require an employee to furnish a fitness-for-duty certification up to once every 30-days if an employee has used intermittent leave, reduced schedule or block leave during the 30-day period for their own serious health condition and if reasonable safety concerns exist regarding the employee's ability to perform their duties, based on the serious health condition for which the employee took such leave.

### **Documentation Supporting FMLA Leave**

The reason for the leave must be covered under FMLA and the employee must provide a completed FMLA Certification of Health Care Provider Form supporting the need for the leave. A request for reasonable documentation of family relationship verifying the legitimacy of FMLA Leave may also be required.

The employee will have 15 days in which to return a completed certification form following receipt of the form from the Company. If the employee fails to provide timely certification after being required to do so, the employee may be denied the taking of the leave under FMLA. If the certification form is incomplete or insufficient, an employee will be given written notification of the information needed and will have seven days after receiving such written notice to provide the necessary information. Once the Company has fully completed sufficient certifications and documentation, it will notify the employee of whether FMLA leave is granted.

If there is reason to doubt the validity of the medical certification, a second opinion, at the expense of the Company, related to the health condition may be required. If the original certification and the second opinion differ, a third opinion, at the expense of the Company, may be required. The opinion of the third health care provider, which the Company and the employee jointly select, will be the final and binding decision.

A request for active-duty leave must be supported by the Certification of Qualifying Exigency for Military Family Leave form as well as appropriate documentation, including the covered military member's active-duty orders. A request for military caregiver leave must be supported by the Certification for Serious Injury or Illness of Covered Service member form or Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave form as well as any necessary supporting documentation.

### **Recertification**

Under certain circumstances as provided by law, including, but not limited to, situations in which the need or nature of the approved leave changes, the Company may, in its sole discretion, require recertification of the employee's serious health condition. The Company may also request recertification once every six months when FMLA Leave is taken for any serious health condition that lasts longer than one year. Additionally, for any conditions or situations lasting greater than one year, the employee will be required to renew this request for FMLA Leave and eligibility decisions will be reviewed. In these situations, the employee will have 15 days in which to provide, at their expense, a completed recertification form.

### **Paid Time During a Leave**

### **[BACK TO TOP](#)**



An employee may be required to exhaust all available PTO when on a leave of absence under FMLA. All paid time off will run concurrently with any unpaid time off under FMLA. Any employee that is on FMLA Leave for their own serious health condition and qualifies for short-term disability (STD) benefits, may request to supplement pay through available PTO while on STD up to 100% of the employee's regular base pay. Employees will only be entitled to a total of 12 weeks for basic FMLA, or 26-weeks of Active-Duty FMLA leave.

### **Benefits During FMLA Leave**

During the approved FMLA Leave, the employee's coverage under the Company benefits will continue, and the employee will remain responsible for their share of the insurance premium.

In most circumstances, upon return from FMLA Leave, an employee will be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms. If, an event occurs that would have terminated or altered the employment of the employee had they not been on leave (e.g., a reduction in force, elimination of a shift), the employment, leave rights, employment conditions, or restoration rights of that employee will terminate at the same time as if the employee had not been on leave.

### **Failure to Return from Leave**

If an employee takes FMLA Leave more than the weeks for which an employee is eligible or fails to return from leave as scheduled, the employee will not be guaranteed a position with the Company upon their return. The employee may be entitled to a non-FMLA Leave extension for their own serious health condition or may be subject to disciplinary action, up to and including termination, depending on the circumstances. The Company complies with the ADA and will participate in the reasonable accommodation process with any employee that is on medical leave of absence due to their own medical condition.

### **Interaction with State Military Leave Laws**

Certain states require employers to provide greater or different job-protected leave to family members of persons in the military. When applicable, the Company complies with all such military family leave laws. When leave provided under one of these laws is covered under the federal FMLA, it will count toward the employee's federal FMLA entitlement and as FMLA Leave under this policy. Military family leave laws vary by state, and the employee should contact the People Team if they have questions.

### **Enforcement**

An employee may file a complaint with the US Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

### **[BACK TO TOP](#)**





FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825 .300 (a) may require additional disclosures.

For additional information:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

[www.wagehour.dol.gov](http://www.wagehour.dol.gov)

## Medical Related Leaves of Absence

The Company contracts with a third-party vendor to review, evaluate, and determine all medical-related leaves of absence. Employees should not share their personal medical information with their supervisor or manager if seeking a medical-related leave of absence. Employees should contact [benefits@sagesure.com](mailto:benefits@sagesure.com) for guidance on medical-related leaves and for instructions on how to connect with our vendor. In addition, please note that any requests for workplace accommodations due to a medical condition are handled through our vendor.

## Reasonable Accommodation Medical Leave

The Company complies with the reasonable accommodation obligations under the ADAAA and applicable state and federal law and will engage in the interactive process to discuss an unpaid leave of absence as reasonable accommodation with employees who are unable to perform the essential functions of their job due to physical or mental disability. Leave under this policy is at the discretion of the People Team and the employee's manager and will be considered in accordance with the reasonable accommodation obligations of the ADAAA.

A reasonable accommodation leave of absence may be provided to employees who are unable to perform the essential functions of their job due to physical or mental disability and are not eligible for FMLA. Similarly, leave under this policy may be granted as reasonable accommodation for employees who have exhausted FMLA but are unable to return to work due to a disability that prohibits them from performing the essential functions of their job. Leaves of absence under this policy will be managed on a case-by-case basis in accordance with the ADAAA. The duration of any leave of absence under this policy will vary depending on the circumstances of each employee's need and whether additional leave is reasonable under the circumstances and/or would create an undue hardship for the Company.

Before commencing a reasonable accommodation medical leave of absence taken because of the medical condition of an employee, the employee must submit a certification completed by a health care provider to [benefits@sagesure.com](mailto:benefits@sagesure.com) and the People Team. An employee may be required to submit a recertification to support a continuing personal leave for medical reasons every 30 days, if their initial request indicated the disability was temporary. An employee returning from medical leave taken because of the employee's own disability must submit a medical certification from a health care provider stating that the employee is fit to return to work and can perform the essential functions of the job with or without reasonable accommodation.

## [BACK TO TOP](#)



## **Military Leave**

The Company is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the Company's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the uniformed services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised their rights under applicable law or this policy. If any employee believes that they have been subjected to discrimination in violation of this policy, the employee should immediately contact the People Team.

### **Eligibility**

Employees taking part in a variety of military duties are covered under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including active duty, reserve or National Guard, for training, periods of active military service and funeral honors duty, as well as time spent being examined to determine fitness to perform such service. This policy also covers individuals serving in the active components of the armed forces and the National Disaster Medical System (NDMS) as well as reservists for the Federal Emergency Management Agency (FEMA) when they are deployed to disasters and emergencies on behalf of FEMA. Subject to certain exceptions under the law, these benefits are generally limited to five years of leave of absence.

The Company is grateful for those that serve our country and in turn supports those that continue to serve in an active capacity while employed.

### **Procedures for Military Leave**

Unless military necessity prevents it, or is otherwise impossible or unreasonable, an employee should provide the Company with notice of the need for leave as far in advance as is reasonable under the circumstances.

To request temporary or extended military leave of absence, the employee should notify the People Team. Written notice is preferred, but not required under the law or this policy.

The People Team will review the request for leave of absence, collect any applicable insurance premiums from the employee, generate other applicable documents and process the leave of absence accordingly. In the event of verbal notice by the employee, the People Team will document the military leave on a leave of absence form.

Employees on temporary or extended military leave may, at their option, use any or all accrued paid vacation or personal leave during their absence.

When the employee intends to return to work, they must make application for reemployment to the People Team within the application period set forth below. If the employee does not intend to return to work, they should notify the People Team as soon as practicable.

### **BACK TO TOP**



## **Benefits**

If an employee is absent from work due to military service, benefits will continue as follows:

An employee on extended military leave may elect to continue group health insurance coverage for the employee and covered dependents under the same terms and conditions for a period not to exceed 31 days from the date the military leave of absence begins. The employee must pay, per pay period, the premium normally paid by the employee. After the initial 31-day period, the employee and covered dependents can continue group health insurance for up to 24 months at 102% of the overall (both employer and employee) premium rate. Employees must elect coverage and make the required payments to the People Team in a timely manner to continue coverage.

The group term life/AD&D insurance provided by the Company will terminate the day the employee becomes active military.

The group long term disability insurance provided by the Company will terminate the day the employee becomes active military.

Voluntary supplemental life/AD&D insurance will terminate the day the employee becomes active military. Converting to an individual policy may continue voluntary dependent life insurance coverage. To exercise this conversion option, dependents must submit a written application and the first premium payment to the insurance company within 31 days immediately following the termination of coverage.

Employees do not accrue vacation, personal leave, or sick leave while on military leave of absence status.

With respect to the Company's retirement plan, upon reemployment, employees who have taken military leave will be credited for purposes of vesting with the time spent in military service and will be treated as not having incurred a break in service. Immediately upon reemployment, the employee may, at the employee's election, make any or all employee contributions that the employee would have been eligible to make had the employee's employment not been interrupted by military service. Such contributions must be made within a period that begins with the employee's reemployment and that is not greater in duration than three times the length of the employee's military service. Employees will receive all associated company match for such contributions.

## **Reemployment**

Upon an employee's prompt application for reemployment (as defined below), an employee will be reinstated to employment in the following manner depending upon the employee's period of military service unless otherwise required by applicable state or local law:

- Less than 91 days of military service – Reinstated to a position that the employee would have attained if employment had not been interrupted by military service; or, if found not qualified for such position after reasonable efforts by the Company, in the position in which the employee had been employed prior to military service.

## **BACK TO TOP**



- More than 90 days and less than five years of military service – Reinstated to a position that the employee would have attained if employment had not been interrupted by military service or a position of like seniority, status and pay, the duties of which the employee is qualified to perform; or, if proved not qualified after reasonable efforts by the Company in the position the employee left, or a position of like seniority, status and pay, the duties of which the employee is qualified to perform.
- Employee with a service-connected disability – If after reasonable accommodation efforts by the employer, an employee with a service-connected disability is not qualified for employment in the position they would have attained or in the position that they left, the employee will be employed in another position of similar seniority, status and pay for which the employee is qualified or could become qualified with reasonable efforts by the Company or, if no such position exists, in the nearest approximation consistent with the circumstances of the employee's situation.

### **Application for Reemployment**

An employee who has engaged in military service must, in order to be entitled to the reemployment rights set forth above, apply for reemployment with the People Team according to the following schedule:

- If service is less than 31 days (or for the purpose of taking an examination to determine fitness for service) – The employee must report for reemployment at the beginning of the first full regularly scheduled working period on the first calendar day following completion of service and the expiration of eight hours after a time for safe transportation back to the employee's residence.
- If service is for 31 days or more but less than 181 days – The employee must apply for reemployment with the People Team no later than 14 days following the completion of service.
- If service is over 180 days – The employee must apply for reemployment with the People Team no later than 90 days following the completion of service.
- If the employee is hospitalized or convalescing from a service-connected injury – The employee must apply for reemployment with the People Team no later than two years following completion of service.

### **Exceptions to Reemployment**

In addition to the employee's failure to apply for reemployment in a timely manner, an employee is not entitled to reinstatement as described above if any of the following conditions exist:

The Company's circumstances have so changed as to make reemployment impossible or unreasonable.

Reemployment would pose an undue hardship upon the Company.

### **BACK TO TOP**



The employee's employment prior to military service was merely for a brief, non-recurrent period and there was no reasonable expectation that the employment would continue indefinitely or for a significant period.

The employee did not receive an honorable discharge from military service.

### **General Benefits Upon Reemployment**

Employees reemployed following military leave will receive seniority and other benefits determined by seniority that the employee had at the beginning of the military leave, plus any additional seniority and benefits the employee would have attained, with reasonable certainty, had the individual remained continuously employed. An employee's time spent on active military duty will be counted toward eligibility for FMLA leave. Additionally, upon reemployment, a covered employee will not be discharged except for cause for up to one year following reemployment.

### **Documentation**

The People Team will, upon the employee's reapplication for employment, request that the employee provide the Company with military discharge documentation to establish the timeliness of the application for reemployment, the duration of the military service, and the honorable discharge from the military service, if applicable.

### **Unpaid Personal Leave**

Employees with minimum of six (6) months SageSure service and in good standing are eligible to apply for an unpaid personal leave of absence for up to 12 weeks for non-medical reasons.

Unpaid personal leave may only be requested after all other appropriate leave balances have been exhausted.

The Company will attempt to hold an employee's position open for the period of unpaid personal leave if such leave is 12 weeks or less.

Employee health benefits will be continued in the same manner as received prior to the leave, for up to 12 weeks and the employee will be expected to remit payment for the employee's portion of the health insurance premium prior to departing for unpaid personal leave, and in an amount equivalent to the expected period of absence.

Unpaid personal leaves are limited to one per year. Accepting employment elsewhere is not a qualified reason for unpaid leave under this policy and may result in termination of employment at the Company.

### **Procedure for Applying for Unpaid Personal Leave**

Requests for unpaid personal leave must be made in writing to the employee's department manager with a copy to the People Team and should indicate the reason and the length of leave requested. The employee must provide at least 30 days advance notice to [benefits@sagesure.com](mailto:benefits@sagesure.com), our leave

### **BACK TO TOP**



management vendor, and the People Team. If circumstances prevent providing the 30-days advance notice, then the employee should provide as much notice as reasonably possible.

The department manager shall review and act upon a request for unpaid personal leave in consideration of the following factors:

- The purpose for which the leave is requested.
- The length of time the employee will be away.
- The effect the leave will have on the ability of the department to carry out its responsibilities.
- The quality of the employee's performance prior to the submission of the request.
- All unpaid personal leaves must be approved by the department manager, the People Team, and the Division Leader or CDR.

### **Procedure for Returning from Unpaid Personal Leave**

An employee who has been granted an unpaid personal leave of absence shall give the department manager reasonable notification of the intent to return to work at least two weeks prior to the return date.

Upon receiving notification of the employee's availability, the manager or department head will contact the People Team to arrange to have the employee reinstated to the employee's previous position, if available.

If the previous position is no longer available, the employee may be considered for other open positions which the employee is qualified for as they become available.

If no position exists, the employee will remain on unpaid leave until a suitable opening develops. If such an opening does not occur within a 60-day period, any obligation to reinstate the employee is discontinued and the employee's leave status is changed to a voluntary termination. Future reemployment would be as a rehire with only legally required reinstatement of applicable benefits.

Leave taken under this policy is not protected by law and the Company reserves the right to terminate employment during an unpaid personal leave of absence.

This leave is not available to employees who need a leave of absence for a medical reason. Unpaid personal leave of absence may not be used to extend an employee's FMLA leave. Employees may use personal leave for non-medical reasons, family reasons, or medical reasons relating to a family member.

### **[BACK TO TOP](#)**



## Jury Duty

The Company encourages employees to serve on a jury when called. The Company will grant paid leave of absence to any full-time or part-time employee called to serve on jury duty as follows, unless otherwise required by applicable state or local law:

- The Company will pay exempt and non-exempt employees serving as jurors their full salary for a maximum of five (5) workdays unless state law requires otherwise. Jury duty absences in excess of five days will be considered for pay under this policy on a case-by-case basis.
- Upon receipt of notification from the state or federal courts of an obligation to serve on a jury, the employee should notify their supervisor. The employee is required to provide copies of the jury duty notice to their manager and to [peopleops@sagesure.com](mailto:peopleops@sagesure.com).

To be eligible for paid leave under this policy, employees must provide verification from the court clerk confirming service as a juror to [peopleops@sagesure.com](mailto:peopleops@sagesure.com).

Employees are expected to report or return to work for the remainder of their work schedule on any day they are dismissed early from jury duty.

## Time Off for Victims or Witnesses in a Criminal Proceeding

The Company will allow an employee to take unpaid time off from work either because an employee is exercising their legal rights as a crime victim or because an employee has been subpoenaed to attend a criminal or civil proceeding as a witness, provided that the employee notifies the Company of their intent to exercise such rights or to attend such a proceeding.

An employee, who is taking unpaid time off from work either because they are exercising their legal rights as a crime victim or because they have been subpoenaed to attend a criminal proceeding, may, with their manager's approval, use accrued paid time off.

An employee charged with a crime, who is required to attend a judicial proceeding relating to that charge, is not covered by this policy.

## Volunteer Time Off (VTO)

The Company encourages our Employees' involvement in charitable activities through volunteer work that will enhance and serve the communities in which we live and work. By providing opportunities for Employees to give back, we are enriching both our community and our own lives. VTO is not additional PTO and should not be considered or construed as such.

Employees receive up to 8 hours of paid time per calendar year to volunteer at a nonprofit organization, in accordance with our Charity Organization Requirements below. The time may be split between days and more than one nonprofit organization may be chosen.

### VTO Hours Breakdown

### [BACK TO TOP](#)





- 2 half-days or 1 full day off for personal volunteering by the Employee; or
- 2 half-days or 1 full day off for group volunteer activities, sponsored by the Company.

VTO hours expire at the end of the calendar year, and any unused hours will not roll over to the following year and will not be paid. Usage of this time or lack thereof does not affect PTO accrual or usage.

### **Charity Organization Requirement**

The charity must be a registered not-for-profit 501(c)(3).

### **Appropriate Uses of VTO**

Examples of appropriate uses for company sponsored VTO include:

- Building a house for Habitat for Humanity.
- Volunteering at a food bank.
- Volunteering at a fundraising event such as Race for the Cure, Relay for Life, etc.
- Cleaning up the beach, highway, or park.
- Participating in Big Brother/Big Sister programs.

### **Inappropriate Examples of Use Of VTO**

- Taking a ski vacation and charitably giving ski lessons.
- Coaching your child's basketball team.
- Attending your child's PTA conference.
- Attending a professional, religious, or personal interest conference.
- Political activities.
- Any other non-charitable program.

### **Time Off to Vote**

The Company encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees can find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their nonworking hours, the Company will grant up to two hours of paid time off to vote unless otherwise required by applicable state or local law.

### **BACK TO TOP**



Employees should request time off to vote from their supervisor at least two working days prior to the election day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever causes less disruption to the normal work schedule.

Employees may be required to submit a voter's receipt on the first working day following the election.

## **Bereavement Leave**

The death of a family member and the sense of loss that accompanies that cannot be appropriately dealt with on the job. Therefore, we understand that our Employees who are facing these situations might need to take time away from their job. All full-time Employees, regardless of their length of service with the Company, are entitled to paid bereavement leave.

Paid bereavement leave will be granted according to the following schedule unless otherwise required by law:

**Immediate family members:** An Employee's spouse, domestic partner, children, or domestic partner's children (including adopted or stepchildren), parents, and siblings, or an adult who stood in loco parentis to the Employee during childhood are considered immediate family members. An eligible Employee who experiences the death of an immediate family member is eligible for five (5) days of paid bereavement leave.

**Close family members:** An Employee's grandparents, aunts or uncles, nieces or nephews, spouse or domestic partner's parents, grandparents or siblings are considered close family members. An Employee who experiences the death of a close family member is eligible for three (3) days of paid bereavement leave. Additionally, employees who suffer a miscarriage or failed IVF will be eligible for three (3) days of paid bereavement.

Employees are allowed up to four hours of bereavement leave to attend the funeral of a fellow employee, provided such absence from duty will not interfere with normal operations of the company.

Upon returning to work, the Employee must verify that the Bereavement time taken was correctly updated in the Company's time administration application. Proof of death and relationship to the deceased may be required.

## **Other Legally Protected Absences**

In addition to the leaves described herein, the Company complies with all applicable state laws relating to various forms of protected absences. Depending on the state in which you are employed, Employees may be legally entitled to time off under various state laws. For additional information and to determine if you qualify for additional leaves of absence, please contact the People Team and see your state's supplement.

### **[BACK TO TOP](#)**



# PAY PRACTICES

## Payment of Wages

The Company pays exempt wages on a semi-monthly schedule. Paydays occur on the 15th and the last day of every month. The company pays non-exempt wages on a bi-weekly schedule. Paydays occur on Fridays. If a scheduled payday falls on a holiday or weekend, the payday will be the workday immediately preceding the holiday or weekend.

## Work Schedules

Normal office hours are 9:00 A.M. to 6:00 P.M. The normal workweek will consist of 40-hours per week Monday through Friday for Full-Time employees. Certain positions may have workdays or workweeks other than the normal schedules. The normal workday will usually consist of an 8-hour day, with an additional hour for lunch. The length of your meal period will be specified by your supervisor (or in accordance with state law when mandated, e.g., 30 minutes.) The lunch break is unpaid, and non-exempt employees are required to clock out and to take their lunch breaks and are prohibited from performing any work during lunch break.

## Timekeeping

All non-exempt employees are required to maintain a record of the total hours worked each day. These hours must be accurately recorded on your electronic timecard. Each employee must review their time card and attest and sign electronically to verify that the reported hours worked are complete and accurate. Your timecard must accurately reflect all regular and overtime hours worked (as set by policy), any absences, late arrivals, early departures, and meal periods. Managers should review and approve their employees' timecards daily and must approve them weekly through the Company's timekeeping system. Non-exempt employees are legally required to accurately record all time worked. Working off-the-clock is strictly prohibited. If any non-exempt employee is ever asked to work off-the-clock, the non-exempt employee must report the incident to the People Team. Recording time for another employee or otherwise falsifying a time record is prohibited and subject to disciplinary action, up to and including termination. The Company complies with all applicable federal, state, and local wage and hour laws.

## Overtime

The Company pays each nonexempt employee overtime at a rate of one and one-half times the employee's regular rate for all hours worked in excess of 40 hours per workweek, if only subject to FLSA with no additional state requirements. In certain locations, overtime may be paid in other circumstances (e.g., for all hour worked in excess of eight hours per day) depending on state law.

As required by law, overtime pay is based on actual hours worked. Time taken for meal periods is not included as time worked for purposes of computing overtime. Time off on holidays, sick leave, vacation leave, personal leave, or any leave of absence will not be considered hours worked for purposes of overtime calculations.

## [BACK TO TOP](#)



Nonexempt employees are prohibited from working "off the clock" for any reason. If any supervisor or manager directs any employee to do so, the employee must contact the People Team immediately.

Before any nonexempt employee performs additional work outside of the employee's regularly scheduled hours, the employee must obtain authorization from their supervisor approving the additional hours, including working during lunch or coming in early. If the employee fails to obtain authorization, the overtime will be paid; however, the employee will be subject to disciplinary action for violating this policy.

Any supervisor or manager who fails to pay overtime to an employee, regardless of whether the overtime was authorized, will be subject to disciplinary action, up to and including termination.

Employees who have any questions or concerns regarding this policy should contact their supervisor or the People Team.

## **Lactation Accommodation**

As part of our family-friendly policies and benefits, the company supports breastfeeding employees by accommodating an employee who needs to express breast milk during the workday. For up to one year after the child's birth, or otherwise required by applicable state law, any employee who is breastfeeding will be provided reasonable break times to express breast milk. The Company will designate a safe and private space for this purpose. Employees must reserve the room by contacting the Office Operations Assistant at their office location.

Refrigerator space for the storage of breast milk is available. Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration, and tampering.

Breaks of more than 20 minutes in length will be unpaid and recorded on timesheets where appropriate.

Employee should notify their manager and the People Team if they are requesting time to express breast milk under this policy.

## **Pay Discrepancies**

We make every effort to ensure our employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to our attention, we will promptly make any corrections necessary. Please review your pay stub when you receive it to make sure it is correct. If you believe a mistake has occurred or if you have any questions, please contact your supervisor, then the PeopleOps Team at [peopleops@sagesure.com](mailto:peopleops@sagesure.com).

## **[BACK TO TOP](#)**



## Bonus Compensation and Merit Pay

Employees who are eligible to receive bonus compensation must be employed and not have provided notice of their resignation at the time the bonus is paid to receive the bonus compensation. Annual bonus payments are prorated for the number of days worked in the year of the bonus award. Any bonus compensation paid shall be in accordance with the terms of the plan in effect for the employee's position/department/company.

Discretionary pay or merit increases will be held by the employer until the employee returns to an active status from a leave of absence. Merit increases will be backdated and back pay provided upon return.

## EMPLOYEE BENEFITS

### Benefits Overview

Benefit plans offered by the Company are defined in legal documents, such as insurance contracts and summary plan descriptions. If employees are offered benefits, and if a question arises about the nature and extent of plan benefits or if there is a conflict in language, the formal language of the plan documents govern, not the informal wording of this Handbook. Plan documents, if applicable, are available for employees' inspection. The Company and its designated benefit plan administrators reserve the right to determine eligibility, interpretation and administration of issues related to benefits offered by the Company.

Employment benefits vary according to the position and status of the employee.

Full-time employees are eligible to receive all employment benefits offered by the company. Part-time employees are generally not entitled to any employment benefits. However, employees that work an average of 30 hours per week (or 130 hours per month) will be eligible to receive all employment benefits offered by the company.

To receive certain benefits, eligible employees may be required to meet participation requirements and pay required premiums and other contributions. Employees should contact the Benefits Administrator at [benefits@sagesure.com](mailto:benefits@sagesure.com) for detailed benefits information.

### Same-Sex Marriages, Civil Unions and Domestic Partnerships

The Company complies with all applicable federal and state laws regarding the provision of benefits to same-sex spouses, domestic partners and couples in a civil union.

Employees should contact the People Operations Team at [peopleops@sagesure.com](mailto:peopleops@sagesure.com) if they have any questions regarding benefits eligibility for themselves or their spouse, domestic partner or civil union partner.

### [BACK TO TOP](#)



## Employee Assistance

We care about you and your family's total well-being. The Employee Assistance Program (EAP) is a confidential counseling and referral service available to you and your family members at no cost through UnitedHealthcare, Guardian's Work Life Matters, and Health Advocate. The programs provide you with confidential, personal, and web-based support - from stress management, dependent and eldercare, nutrition, and fitness to legal and financial issues. It is designed to help Employees and families with personal or work/life balance issues.

The EAP offers 24/7 telephone access to licensed professionals who can help with concerns regarding marriage and relationships, depression, anxiety, stress, grief, substance abuse, childcare, elder care, work-related issues, and much more.

The EAP may refer you to a local counselor who can address your concerns in person. The program also gives you access to:

- Childcare and eldercare resources.
- Financial and legal consultations and information.
- Identity theft prevention and recovery.

EAP services are confidential. No information will be shared with The Company.

Guardian EAP | (800) 386-7055 | [www.ibhworklife.com](http://www.ibhworklife.com)  
(ID: Matters; Password: wlm70101)

## Employee Well-Being

The overall health and well-being of our employees is very important to the company. Our Employee Well-Being Reimbursement program includes all healthy activities that contribute to our employees' overall health. Qualified well-being expenses must be incurred after the date of hire and include, but are not limited to, at home and in studio exercise classes (step, yoga, spinning, etc.), gym, pool or YMCA memberships, personal training fees, fees from weight loss programs, guided meditation courses, stretch and massage therapy and, the purchase of such exercise and well-being equipment (including weights, treadmills, bicycles, and yoga mats).

Additionally, the company will reimburse co-pays for employee visits to a licensed mental health professional or certified personal life coach. The Company also recognizes that talk therapy is not the only route to mental health and will also reimburse for massage or acupuncture therapy to the annual limit.

All regular, full-time, and part-time employees are eligible to participate in the Well-Being Reimbursement Program. Please note the well-being reimbursement may not exceed \$350 per calendar year, is fully taxable to you, and family members are not eligible.

### [BACK TO TOP](#)



Furthermore, under this program, the following are not reimbursable: any fitness apparel, home appliances, travel fees, team fees, dental supplies, medical equipment, locker rentals, towel, snack bar fees, and/or food or supplements.

Requests for reimbursement must be submitted to the PeopleOps Team via the [peopleops@sagesure.com](mailto:peopleops@sagesure.com) mailbox prior by December 15 of the calendar year in which the expense was incurred.

Supporting documentation (i.e., membership contract, a receipt showing payment, bank draft, etc.) is required. Upon receipt, the reimbursement will be included in the following payroll, under "Well-Being Reimburse." For additional questions, please contact the People Team.

## **Continuing Education**

### **Eligibility**

All regular, full-time employees are eligible to participate, with the approval of their manager and their People Business Partner.

### **Eligible Expenses**

This plan encompasses reimbursements for continuing credits via coursework, seminars and workshops that will enhance the employee's career development and are in line with The Company's mission. The plan also encompasses expenses required for attaining and maintaining professional certifications, both industry-specific (i.e., CPCU, ARE) and non-industry specific (i.e., CLE, CPE, CEBS). Membership fees to professional organizations, scholarly journals, books, and computer-based resources are also eligible with approval of the manager and their People Business Partner.

### **Reimbursement**

Requests for reimbursement will be submitted through the company's expense system. All eligible employees are required to confirm that their course of study is eligible for reimbursement prior to registering for the course or exam. The Company is not responsible for paying for non-qualifying courses which were not confirmed in advance with employee's manager and their People Business Partner.

The maximum reimbursement amount per calendar year will be published in January of each year. The amount does not roll into the next calendar year and will be forfeited if not used.

### **Advance Payment**

Should the payment of fees associated with a continuing education opportunity place an undue financial hardship on the employee, the employee may request that The Company pay for the program or exam in advance. The decision to accommodate the request will be at the discretion of the manager and the People Business Partner.

### **BACK TO TOP**





## **American Institute for Chartered Property Casualty Underwriters (AICPCU) Designations**

The Company will pay for the cost of any books and courses provided by and through the American Institute for the Chartered Property Casualty Underwriters (AICPCU), including study materials such as study guides and audio or videotapes, but will only pay for those materials specifically provided by the AICPCU. Additionally, the company will reimburse an employee for AICPCU examinations upon receipt of proof that the employee did pay for and pass examination(s). Any requests for reimbursements associated with designations not awarded by the AICPCU will be submitted through the company's expense system.

## **Actuarial Student Program (ASP)**

The Actuarial Student Program (ASP) governs the support offered to assist and reward employees pursuing their (Casualty Actuarial Society) designation. The ASP addresses reimbursement of fees, study time and the ultimate attainment of the CAS designation. Participation in the ASP requires the annual written approval by the Chief Administrative Officer. You may request the full program description from your People Business Partner.

## **Tuition Reimbursement**

The purpose of this plan is to encourage and support employees by providing tuition assistance benefits to help pay for the cost of advancement opportunities at the company. It is intended that the plan meet the requirements for qualification under Section 127 of the Internal Revenue Code and that benefits paid to employees under the Plan be excludable from gross income to the maximum extent allowed under Section 127.

## **Program Eligibility**

All full-time employees with six months of SageSure service and in good standing are eligible to participate, with their manager's and their People Business Partner's approval. Courses begun after the sixth month of employment will be eligible under the plan. This policy provides the basis for all educational reimbursements.

Employees receiving the maximum annual reimbursement benefit of this program will be required to sign a one-year repayment agreement with the company. The agreement will require the employee to reimburse the company for the monies paid to the employee if the employee voluntarily leaves the company within one year of receiving the payment. The one-year period will begin at the end of the grading period in which the payment was received.

## **Covered Courses**

Undergraduate and graduate courses offered through accredited colleges, universities, and technical schools will be eligible for reimbursement, based on job-relatedness, at 100% or 50% (see qualifications listed below) up to the maximum benefit.

## **[BACK TO TOP](#)**



Note: It is the responsibility of the employee to establish the level of relatedness of the course material. The determination of the manager or the People Team is final. Approval must be gained prior to enrollment in a course if tuition reimbursement is required. Applications for approval of programs already completed can be considered, however approval is not guaranteed.

### **Course Qualifications (Non- Degree Track)**

Employees do not have to be enrolled in a degree program to attend college-level classes if the classes meet the qualifications below.

- Fully Qualified – Courses whose content is directly related to the current job function or other job position at the company are fully qualified courses. These courses are reimbursed 100% by the company up to the maximum benefit.
- Partially Qualified – Courses whose content is indirectly related to the current job functions of the employee are partially qualified courses. These courses will be reimbursed 50% by the company up to the maximum benefit.

### **Successful Completion**

To be eligible for tuition reimbursement, the event must be successfully completed. Successful completion is defined as a grade of "C+" (2.75 on a 4.0 scale) or a grade of 75% and above. In cases where grading is not available, a copy of a certificate of completion must be submitted with the request for reimbursement. In cases where certificates are not available, a written comment on the employee's performance and/or attendance from the instructor may suffice.

### **Maximum Benefits**

The maximum benefits are limited to the IRS maximum per employee per calendar year. The employee lifetime maximum benefit is \$20,000.

### **Relevant IRS Tax Law**

Pursuant to IRS tax laws, any educational reimbursement ("educational assistance") that exceeds the maximum benefit will be taxed as gross income to the employee recipient.

Maximum Nontaxable Benefit – As of 2013, the maximum amount paid by an employer for educational assistance to an employee which may be excluded from the gross income of the employee is \$5,250 per year.

### **Restrictions**

Tuition benefits do not carry forward from year-to-year. Tuition reimbursement will not be made in any case after an employee has voluntarily terminated their employment with the company. To be eligible, an employee must be actively employed at the time reimbursement is to be paid under the policy.

### **[BACK TO TOP](#)**



The IRS has specific but changing regulations for continuing professional education. All tuition reimbursements will be made in accordance with IRS guidelines. Those reimbursements that are determined to be taxable will be reimbursed through the payroll system subject to applicable taxation and withholding.

Those reimbursements that are not taxable will be made through expense reimbursement and are not reported as income by the employee.

Tuition benefits for degree programs are at the discretion of management. In the event that the company, in its discretion, agrees to reimburse an employee for certain tuition expenses for a degree program, the company will require the employee to enter into a written agreement with the company under which (a) the employee agrees to remain employed by the company for a specified period of time in return for the company's reimbursement of certain tuition expenses or (b) the employee agrees that, if they leave the company within a specified period of time, the employee will repay the company for its reimbursement of certain tuition expenses. The failure to sign such repayment agreement will disqualify an employee for reimbursement under this policy.

Please address all questions to the People Team.

## **Employee Wellness Room**

The Wellness Room is designed to provide a quiet, private space for employees to relax, meditate, pray, or address personal health needs, including lactation accommodation. This policy outlines the acceptable use of the room, ensuring that all employees can benefit from this resource while prioritizing the needs of lactating employees.

### **Priority Use for Lactation**

- Employees using the room for lactation purposes have priority access. Lactating employees are entitled to use the room for pumping breast milk as needed.
- A sign-up sheet or electronic scheduling system will be implemented to reserve the room for lactation purposes. Lactating employees are encouraged to book the room in advance to ensure availability.

### **General Use**

- When not in use for lactation, the room is available for other wellness-related activities such as relaxation, meditation, prayer, or personal health needs.
- Employees must respect the privacy and quiet nature of the room. Conversations, phone calls, and other noise disturbances are not permitted.

### **Booking and Access**

- The room can be booked in 30-minute increments, with a maximum usage of 1 hour per session to allow equitable access for all employees.

## **[BACK TO TOP](#)**



- Employees should vacate the room promptly at the end of their reserved time to allow the next scheduled user access.

#### Cleanliness and Maintenance

- Employees are responsible for keeping the room clean and tidy. Personal items should not be left in the room after use.
- Any issues with the room's condition or supplies should be reported to the Facilities Operations Associate immediately.

#### Confidentiality and Respect:

- Employees using the room for lactation or other personal health needs are entitled to confidentiality and respect. Any breaches of this will be subject to disciplinary action.
- Employees should not enter the room if it is occupied without prior consent from the occupant.

#### Non-Discrimination

- The use of the Wellness and Quiet Room is afforded to all employees. Discrimination or harassment of any kind towards those using the room, particularly for lactation purposes, will not be tolerated.

#### Emergency Use

- In case of a medical emergency, the room may be used temporarily to provide privacy and comfort until professional medical help arrives.

This policy applies to all employees who wish to use the Wellness Room. Employees must adhere to the booking procedures and room usage guidelines. Employees must maintain the cleanliness and integrity of the room and respect the privacy and needs of colleagues using the room for lactation or other wellness purposes.

### Employee Referral

The Company offers incentives to employees who refer potential hires through its Employee Referral Program. As part of the program, employees become eligible for cash incentives for referring qualified candidates for the Company's open positions.

If an employee recommends a candidate who (i) is hired on a full-time, regular basis, and (ii) who is still employed by the Company after 90 calendar days or converts to regular employment with the Company after temporary employment with the Company for at least 90-days, then the referring employee is eligible to receive a referral bonus. Both employees must be employed by the Company for the bonus to be successfully processed. These payments are payable less applicable withholdings and deductions.

#### [BACK TO TOP](#)



The referral bonus is \$2,000 for exempt employees and \$1,000 for non-exempt employees. Some positions offer higher bonus amounts (up to \$5,000), depending on difficulty to fill as described within the Employee Portal. Referrers may receive a \$50 Amazon Gift Card for referring a candidate who is selected to participate in final interviews, but not selected for hire.

Referrals must be submitted through the Company's ATS (Applicant Tracking System) by the referring employee, except for Executive referrals, which can be submitted via email to a Recruiter.

Direct managers of potential hires for their team and People Team employees cannot participate in the referral program. Company executives (VP level and above) are encouraged to use their professional networks for recruiting, but they cannot participate in the program if they refer candidates within their own business unit. If an executive refers a candidate who is hired in a different business unit, the company will donate \$500 to charity on their behalf.

Referrals for former employees and relatives or spouses/domestic partners of current employees are not eligible for payment.

## **Internet Stipend**

This Internet Stipend Policy establishes guidelines and procedures for providing financial consideration in the form of a monthly stipend to eligible employees for internet expenses incurred in the course of their work.

### **Definitions**

Remote: Employees who work exclusively from a remote location outside of the corporate offices.

Onsite Flexible: Employees who divide their time between in-office and remote, typically working remotely 2-3 days per week as directed by their leadership.

In-Office: Employees whose role requires a consistent onsite presence.

### **Eligibility**

All employees classified as remote or onsite flexible are eligible for an internet stipend. Employees classified as In-Office are not eligible for the monthly stipend.

### **Tax Implications**

Internet reimbursement are a part of SageSure's Section 125 Plan, commonly called a Cafeteria Plan. The Cafeteria Plan allows the company to deduct and reimburse certain qualified expenses on a pre-tax basis. The \$50 reimbursement will no longer be taxed as income.

### **Receipt Submission Requirements**

## **[BACK TO TOP](#)**



Employees will be required to submit quarterly documentation to receive reimbursement. A monthly internet bill that shows your account is paid current will be required to be uploaded to the Document Manager system within UKG no later than the last day of each quarter. Instructions will be provided prior to the date the first documentation is due. Employees who fail to upload documentation quarterly will not be eligible for reimbursement the following quarter or until documentation is provided.

### **Stipend Payment**

Eligible employees will receive a \$50 per month internet stipend through payroll. The company will establish the monthly stipend amount based on the employee's work model status as defined above.

This amount may be subject to periodic review.

Eligible employees will receive the internet stipend on the last pay cycle of the month.

### **Home Office Stipend**

The Company recognizes the intrinsic value of the ability to work remotely and believes an employee's home office environment should be equally as conducive to a productive workday as the workstation provided to employees in office. The home office reimbursement policy provides remote and onsite flexible workers a stipend to expand the use of their home resources into a functional workspace. This policy applies to all employees with a work arrangement designated as Remote or Onsite Flexible in the HRIS.

### **Definitions**

- Remote: Employee works from a remote location outside of the corporate offices.
- Onsite Flexible: Employee works both in-office and remotely. An onsite flexible employee works from home 2-3 days per week as directed by their leadership.
- In-Office: Employees whose role requires a consistent onsite presence

### **Stipend Amount**

Eligible employees will be qualified to receive up to \$1,000 stipend every three years to set up and maintain their home workspace with desks, chairs, and office supplies.

### **Eligibility**

To be eligible for this stipend the employee must be classified as remote or onsite flexible. The reimbursement request must be submitted within 60 days of purchase. This stipend is not available to employees classified as an in-office employee or employees working remotely during inclement weather or another temporary basis.

### **BACK TO TOP**



## **Eligible Expenses**

The following expenses are eligible for reimbursement:

- Raised desks, office chairs, office supplies, lighting, backup power.
- Home networking hardware (Wi-Fi, router, etc.), printers, webcams, headsets, mics, speakers, special monitors.
- Other necessary or emergency expenses, when approved in writing by the Senior Director of Office Operations.

Eligible expenses should be submitted for reimbursement through the Company's reimbursement system. The \$1,000 maximum reimbursement will be reduced to the extent that an employee has previously received reimbursement for an eligible expense.

## **Ineligible Expenses**

The following expenses are not eligible for reimbursement:

- Private worksite or employee recurring home expenses such as electricity, insurance, home maintenance, home modification for office purposes and other similar personal expenses.
- Purchase costs or maintenance expenses associated with employee-owned items or related services.
- Computers, laptops, desktops, tablets, and mobile phones ("Tech Devices"). Tech Devices are sourced directly from the IT department. Should an employee wish to enhance or upgrade their Tech Devices, it will be at the sole cost and responsibility of the employee.

## **Re-Employment/Bridge of Prior Service**

The Company will consider rehiring former employees who voluntarily left employment or were laid off due to business needs. This policy outlines the rules regarding eligibility for re-employment and bridging of service (service recognition), where appropriate.

### **Eligibility for Rehire**

Employees who were part of an involuntary reduction in force, as well as those employees who voluntarily resigned, will be eligible for rehire if they had a satisfactory performance record while employed by the Company.

### **Ineligibility for Rehire**

Former employees who had an unsatisfactory performance record will not be considered for rehire.

## **BACK TO TOP**





This includes employees with an unsatisfactory rating on their most recent performance evaluation and/or employees who terminated employment with an unresolved performance improvement plan.

Employees who were involuntarily terminated by the Company or were selected for layoff due to unsatisfactory work performance will not be considered for rehire.

### **Service Restoration for Eligible Employees**

If a former employee with less than one year's prior service is rehired, the employee will be considered a new employee and will not be eligible for prior service recognition for seniority or benefit plan participation purposes, unless state or local otherwise requires the reinstatement of certain benefits such as paid sick leave.

Example: Jane is hired on June 3, 2020, and voluntarily resigns on January 5, 2021. Jane is rehired on April 23, 2021. Because Jane did not complete one full year of service prior to rehire, she is treated as a new employee and will not be credited with any prior service.

If a former employee with more than one year's prior service is rehired, the employee's seniority and eligibility to participate in company benefits plans will be bridged if the employee is rehired and the period of prior company service exceeded the duration of the period of absence. Service recognition will include prior service recognition for accrued leave plans.

Example: Marcus is hired on September 3, 2008, and is involuntarily laid off on March 12, 2016. Marcus is rehired on October 15, 2018. Because Marcus' prior service is longer than his period of absence, Marcus is credited with his previous seven years and six months of service.

If a former employee with more than one year's prior service is rehired and the duration of the period of absence exceeded the period of prior company service, the employee will be considered a new employee and will not be eligible for prior service recognition for seniority or benefits plan participation purposes.

Example: Angel is hired on December 9, 2015, and is involuntarily laid off on March 12, 2017. Angel is rehired on October 15, 2021. Because Angel's prior service is less than her period of absence, she will be treated as a new employee and will not be credited with any prior service.

### **Rehire Service Date Adjustment**

When recognition of prior service is granted, a rehired employee's company service date will be adjusted in accordance with the Service Restoration Rule.

Example: Marcus is rehired on October 15, 2018, and is credited with seven years and six months of prior service. Marcus' adjusted hire date is May 15, 2011.

## **SAFETY AND SECURITY**

### **BACK TO TOP**



## Anti-Bullying

The Company does not tolerate bullying behavior, as explained in this policy.

"Work-related bullying" is the use of force, threats or coercion to abuse, intimidate or humiliate another employee. Work-related bullying includes, but is not limited to, the following:

- Verbal abuse, such as the use of patently offensive, demeaning or humiliating remarks and epithets;
- Verbal or physical conduct that is threatening or obscene;
- Pushing, shoving, kicking, poking, tripping, assaulting or threatening physical assault, or intentionally damaging a person's work area or property; or
- Sabotaging, or deliberately subverting, obstructing or disrupting another person's work performance.
- Cyberbullying is also prohibited. "Cyberbullying" refers to bullying, as defined above, that occurs through the use of a computer, cell phone, smartphone, tablet or other device that transmits electronic information, regardless of whether the device is owned by or located at the Company or connected to the Company network.

This policy in no way prohibits employees from engaging in activities that are protected under applicable state and federal laws, including, but not limited to, any activity that is protected under Section 7 of the National Labor Relations Act (NLRA), which includes the right of employees to speak with others, engage in vigorous and impassioned debate or discussion and protest about terms and conditions of their employment.

### **Reporting and Response**

Employees who are subject to or witness bullying in our work environment are encouraged to notify the People Team or SageSure's toll-free Ethics Reporting Hotline at 1-844-857-9750 or [www.sagesure.ethicspoint.com](http://www.sagesure.ethicspoint.com) immediately. The Company will promptly investigate the complaint. The Company will maintain confidentiality to the extent possible, consistent with its commitment to investigating the complaint promptly and thoroughly.

If the complaint is verified, the Company will take appropriate remedial and disciplinary action, which may include, but is not limited to, verbal or written warnings, suspension, termination of employment, counseling or other actions. The Company will also report to law enforcement, if appropriate. The complaining party will be advised of the results of the investigation.

### **Anti-Retaliation**

The Company strictly prohibits retaliation against an employee for making a good faith claim of bullying or for participating in good faith in an investigation of bullying.

### **BACK TO TOP**



## Anti-Violence

The safety and security of employees is of vital importance to the Company. Therefore, the Company has adopted a zero-tolerance policy concerning work-related violence. Threats or acts of violence - including intimidation, bullying, physical or mental abuse and/or coercion - that involve or affect employees or that occur on the Company's premises, will not be tolerated.

It is our goal to have a work environment free from acts or threats of violence and to respond effectively to such acts or threats.

Work-related violence is any intentional conduct that is sufficiently severe, abusive or intimidating to cause an individual to reasonably fear for their personal safety or the safety of their family, friends and/or property such that employment conditions are altered, or a hostile, abusive or intimidating work environment is created for one or several employees.

The conduct prohibited by this policy applies to conduct by all persons involved in our operations, including employees, supervisors, managers, temporary or seasonal employees ("employees"), agents, clients, vendors, customers, or any other third party interacting with the Company ("third parties").

Work-related violence includes, but is not limited to:

- Threats or acts of violence occurring on company premises, regardless of the relationship between the parties involved in the incident;
- Threats or acts of violence occurring off company premises involving someone who is acting in the capacity of a representative of the Company.
- Threats or acts of violence occurring off company premises involving an employee if the threats or acts affect the business interests of the Company;
- All threats or acts of violence occurring off company premises, of which an employee is a victim, if we determine that the incident may lead to an incident of violence on company premises; and
- Threats or acts of violence resulting in the conviction of an employee or agent of the Company, or an individual performing services for the Company on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence when the act or conviction adversely affects the legitimate business interests of the Company.

Examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to:

- Threatening physical contact directed toward another individual;
- Threatening an individual or their family, friends, associates or property with harm;

### [BACK TO TOP](#)



- The intentional destruction or threat of destruction of the Company property or an individual's property;
- Menacing or threatening phone calls;
- Stalking;
- Veiled threats of physical harm or similar intimidation; and
- Communicating an endorsement of the inappropriate use of firearms or weapons.

Work-related violence does not refer to work environment arguments or debates that are zealous or impassioned, provided there is no resort to any form of coercion. Discussions about legitimate sporting activities, popular entertainment or current events are not considered work-related violence when there is no threat of violence being directed to the work environment or any individual connected with it. Rather, work-related violence refers to behavior that demonstrates an intention to engage in violence, condones violence in our work environment or targets any individual with acts or threats of violence.

Employees should help maintain a violence-free work environment. To that end, employees are encouraged to immediately report any incident that violates this policy to a supervisor, the People Team or SageSure's toll-free Ethics Reporting Hotline at 1-844-857-9750 or [www.sagesure.ethicspoint.com](http://www.sagesure.ethicspoint.com).

This policy in no way prohibits employees from engaging in activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act (NLRA), which includes the right of employees to speak with others, engage in debates and protest about their terms and conditions of employment. No provision of this policy statement alters the at-will nature of employment with the Company. The Company will make the sole determination of whether and to what extent it will act upon threats or acts of violence. In making this determination, the Company may undertake a case-by-case analysis to ascertain whether there is a reasonable basis to believe that work-related violence has occurred.

## **Weapons in the Workplace**

To ensure that The Company maintains a workplace safe and free of violence and/or injury for all employees, contractor workers, temporary employees, visitors, and customers, except where prohibited by applicable state laws, the company prohibits the possession or use of dangerous weapons on Company property.

Employees licensed to carry a firearm, or who otherwise lawfully possesses a firearm, are permitted to transport, and store in a safe and discrete manner a lawfully possessed firearm and/or ammunition in their locked, privately-owned vehicle while the vehicle is in the Company parking lot, garage, or other parking area provided by the Company for employees.

### **Definitions**

"Company Property" is defined as all company-owned or leased buildings and surrounding areas such

### **BACK TO TOP**



as sidewalks, walkways, driveways, and parking lots under the company's ownership, use or control. This policy applies to all company-owned or leased vehicles and all vehicles that come onto company property.

"Dangerous Weapons" include firearms, explosives, knives, and other weapons that might be considered dangerous or that could cause harm. Employees are responsible for making sure that any item possessed by the employee is not prohibited by this policy.

This policy is administered and enforced by the People Team. Anyone with questions or concerns specific to this policy should contact the People Team. Except where prohibited by law, the Company does not permit any prospective employee, employee, contractor, temporary employee, visitor, or customer to use, possess, conceal, carry, or maintain a handgun or weapon on the Company's premises.

## **Work Related Injuries or Illnesses**

An employee who sustains a work-related injury or illness should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. When work-related accidents, injuries or illnesses occur, employees may be eligible for workers' compensation insurance benefits. The Company provides a comprehensive workers' compensation insurance program at no cost to employees and in accordance with applicable state law. This program covers most injuries or illnesses, sustained in the course of employment, that require medical, surgical or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits or, if the employee is hospitalized, treatment immediately.

### **Reporting Work-Related Injury or Illness**

Employees who sustain a work-related injury or illness should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage.

### **Leaves of Absence/Accommodation**

Employees who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the Company's leaves of absence or reasonable accommodation policies. Employees should consult with the People Team for additional information.

### **Return to Work**

Employees who are ready to return to work following a workers' compensation-related leave of absence must supply a certification from a health care provider confirming the employee's ability to return to work.

### **Fraud**

The Company will notify the workers' compensation insurance company if we have reason to believe an

## **BACK TO TOP**



employee has supplied false or misleading information in connection with a claim and/or has filed a fraudulent claim. Workers' compensation fraud is a crime and may also be grounds for disciplinary action, up to and including termination of employment.

## **Smoke and Vape-Free Workplace**

Smoking and vaping are prohibited on all company premises to provide a safe and healthy work environment for all employees. Smoking is defined as the "act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind." Vaping refers to the use of electronic nicotine delivery systems or electronic smoking devices such as e-cigarettes, e-pipes, e-hookahs and e-cigars.

This policy applies to:

- All areas of buildings occupied by company employees.
- All company-sponsored offsite conferences and meetings.
- All vehicles owned or leased by the company.
- All company employees.
- All visitors (customers and vendors) to company premises.
- All contractors and consultants and/or their employees working on company premises.
- All temporary employees.
- All student interns.

Smoking and vaping are permitted in designated outdoor areas at each facility only.

Employees who smoke or vape must observe the same guidelines as non-smokers/vapers for the frequency and length of break periods. Smokers/vapers are not entitled to extra breaks.

Employees that observe other individuals smoking in the workplace have a right to object and should report the violation to their supervisor or to another member of management. Employees will not be disciplined or retaliated against for reporting smoking that violates this policy.

Employees who violate this policy will be subject to disciplinary action up to and including immediate discharge.

## **Drug-Free Workplace**

The Company strives to provide a safe environment for employees and others and to minimize the risk of accidents and injuries. Accordingly, each employee has a responsibility to co-workers and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of illegal drugs, abused prescription drugs or alcohol can

**[BACK TO TOP](#)**



**SageSure Employee Handbook – Effective August 3, 2023**

The information contained in this document is proprietary, confidential and/or otherwise sensitive in nature. Any unauthorized dissemination, copying, or use of this document or its contents is strictly prohibited.

impair reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic consequences. Moreover, studies have shown that impairment by controlled substances may last long after the user believes the effects to have worn off. For these reasons, the Company has adopted a policy that all employees must report to work and remain completely free of illegal drugs, abused or non-prescribed prescription drugs, and alcohol.

### **Drug Use/Distribution/Possession/Impairment**

The Company strictly prohibits the use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation and/or transfer of illegal drugs or other unlawful intoxicants at any time, and in any amount or any manner, regardless of occasion. "Illegal drugs" means all drugs whose use or possession is regulated or prohibited by federal, state or local law. This includes prescription medication that is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription. To the extent permitted by state and local law, this policy also prohibits the use of marijuana and marijuana products. The Company will endeavor to accommodate individuals with disabilities but will not accommodate the use of medical marijuana at work or excuse policy violations related to medical marijuana.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work. Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained.

### **Alcohol Use/Distribution/Possession/Impairment**

All employees are prohibited from distributing, dispensing, possessing or using any beverage or medicine containing alcohol while at work or on duty and from coming onto company premises, reporting to work or working with alcohol in their systems. Furthermore, lawful off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's job performance.

### **Prescription and Over-the-Counter Drugs**

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, an employee taking medication should consult with a health care professional or review dosing directions for information about the medication's effect on the employee's ability to work safely, and promptly disclose any work restrictions to a supervisor or the People Team @people@sagesure.com. Employees are not required to reveal the name of the medication or the underlying medical condition.

The Company reserves the right to transfer, reassign, place on leave of absence or take other appropriate action regarding any employee during the time the employee uses medication that may affect their ability to perform safely. The Company will comply with all requirements pertaining to providing reasonable accommodations to the extent required by applicable law.

The Company's general prohibition against the possession or use of marijuana at work applies, regardless of whether an employee is certified to use marijuana for medical reasons under state law. Unless otherwise required by law, the Company will not accommodate the use or possession of

### **[BACK TO TOP](#)**





marijuana by individuals who are medically authorized to use marijuana as a matter of state law but will offer such individuals alternative accommodations related to any underlying disability. If you have any questions concerning the Company's position concerning medical marijuana in a particular location, please contact the People Team.

### **Counseling and Rehabilitation**

Employees who voluntarily seek help for substance abuse (self-referral) by contacting the People Team will be provided an opportunity to pursue counseling and rehabilitation. The People Team will make available to these employees information about counseling and rehabilitation services. An employee who is receiving counseling and/or treatment for substance abuse may use available vacation, sick leave, or, if eligible, family and medical leave. Health insurance often covers the costs of such services, but costs not covered must be paid by the employee.

The employee cannot return to work until they are released by a treatment provider to do so and receive a negative result on a return-to-work drug and/or alcohol test (as appropriate for that individual). In addition, the employee may be asked to submit to follow-up testing for a period following their return to work.

An employee's decision to seek help voluntarily will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions or placed on leave, as appropriate. A request for help is considered voluntary only if it is made before the employee is asked to submit to any drug or alcohol test or is discovered to have otherwise violated this policy.

### **Company's Right to Search**

The Company wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives or other improper materials. To this end, the Company prohibits the control, possession, transfer, sale or use of such materials on its premises to the extent permitted by applicable law. We require the cooperation of all employees in administering this policy.

Desks, lockers and other storage devices are provided for the convenience of employees but remain the sole property of the Company. Employees have no reasonable expectation of privacy for items placed therein. Accordingly, desks, lockers and other storage devices, as well as any articles found within them, can be inspected by any agent or representative of the Company at any time, upon reasonable suspicion, either with or without prior notice.

As an employer, the Company is charged with the duty to protect employees and others from injuries at the hands of employees who pose a known risk of bodily harm to others. Accordingly, to ensure the safety and security of those individuals, and to protect our legitimate business interests, we reserve the right to, upon reasonable suspicion, question and inspect or search any employee or other individual entering or leaving Company premises or job sites. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, backpacks and shopping bags. Any non-exempt employee present during any search or inspection must report the time spent during the search or inspection as working time.

### **BACK TO TOP**



These items are subject to inspection and search, upon reasonable suspicion, at any time, with or without prior notice. Employees may be required to consent to reasonable inspection of their personal property and/or person while on duty or on the Company's premises. Any inspection of an individual's person will be limited to a self-inspection, whereby they will be requested to self-inspect their personal property or person by displaying the contents of any packages and/or turning out their pockets, etc., in the presence of a representative of the Company, typically a management employee of the same sex or gender.

## **Visitors**

Restricting access to company premises helps maintain safety standards, protect against theft, ensure security of equipment, protect confidential information, safeguard employee welfare, and avoid potential distractions and disturbances. For this reason, only authorized visitors are allowed in the workplace, and all authorized visitors, including friends, family and former associates, must register with the Facilities Operations Associate. All visitors must be escorted at all times by an employee.

Employees being visited are responsible for the actions of their guest(s). Should a guest of an employee act in such a manner that disrupts the normal working conditions of the Company or threatens the security of the Company and/or its employees, the employee accompanying the guest may be held responsible for the guest's actions and subject to disciplinary action, up to and including termination of employment.

The Company reserves the right to verify the contents of packages and briefcases brought onto company premises by visitors.

If an employee suspects or becomes aware of any unusual situation, they should immediately notify Facilities Operations or the People Team.

## **Adverse Weather Conditions**

It is the policy of the Company to remain open during most periods of inclement weather; however, where extraordinary circumstances warrant, the company reserves the right to close the facility. If this occurs, employees will be notified by text message via Bullhorn.

To the extent it is practical and approved by your manager, employees may plan to work remotely and should do so under these circumstances. Non-exempt employees must record all work time while working remotely.

Regardless of whether the facility is open or closed, it is each employee's decision as to whether it is safe to report to work during such weather. Employees must advise their manager or supervisor as soon as possible if they are unable to report to work due to adverse weather.

## **Facility Closed**

If the facility is announced to be closed on a given day:

## **BACK TO TOP**



- Exempt employees are expected to work remotely. If they are unable to work remotely, they will receive their regular pay for the day of closure.
- Non-exempt employees who are able to work remotely will receive pay for hours worked. Non-exempt employees, who are unable to work remotely will receive an amount equivalent to four hours of base pay for the day.

### **Facility Open**

If the facility remains open on an adverse weather day:

- Exempt employees who report to work will receive their normal pay for the day. Exempt employees who elect not to report to their facility should work remotely.
- Non-exempt employees who report to work will be paid at their base rate for all hours worked.
- If a non-exempt employee elects not to report to work when facilities are open the employee will be required to use paid time off or take leave without pay unless prior approval to work remotely has been obtained.

### **Motor Vehicle Policy**

The Company recognizes that employees may be required to use their own personal vehicle to complete Company business and endeavors to provide guidelines for safe operation of personal vehicles.

#### **Eligibility**

Employees will only be eligible to use their personal vehicles for carrying out Company business upon meeting the following conditions:

- Employee must possess a valid driver's license;
- Employee's vehicle must be legally registered;
- Employee's vehicle must be safe and reliable and maintained as such;
- Employee must hold current required minimum automobile insurance covering the Employee's vehicle (as defined by the employee's state of residence).

#### **Motor Vehicle Records (MVR) Checks**

Following a conditional offer of employment, a motor vehicle record (MVR) check will be conducted on all final job candidates for whom driving a motor vehicle is an essential job function. Thereafter, these employees must consent to an annual background check including motor vehicle report.

#### **BACK TO TOP**



The Company will review the MVR and decide as to employee's status for applicants and current employees according to the classification system listed below:

- Satisfactory: The individual is eligible to drive while conducting company business. The individual's driving record indicates not more than one moving violation in the past 12 months.
- Probationary: If the individual's driving record indicates more than one moving violation in the past 12 months but no more than two moving violations in the past 24 months, the individual is eligible to drive while conducting company business with the stipulation that the individual's motor vehicle record will be checked periodically over a period of probation. Any violations during the probationary period may result in termination of employment or other disciplinary action.
- Unacceptable: The individual is not eligible for employment due to an unsatisfactory driving record. Examples of unacceptable infractions include but are not limited to:
  - Suspended, restricted, or revoked license.
  - Three or more moving violations in the past 36 months.
  - Any violations involving drugs, alcohol, controlled substances, etc., within the past 24 months.
  - Leaving the scene of an accident within the past 24 months.
  - Reckless driving within the past 24 months.
  - At fault in an accident resulting in fatality or serious injury within the past five years.

### **Procedure for Existing Employees**

The Company will check the motor vehicle records annually for all current employees with driving responsibilities. Any covered employee without a valid driver's license will not be allowed to drive on Company business. If driving is an essential job function and the employee cannot be reasonably accommodated, employment may be terminated.

If an existing employee has a valid driver's license but the employee's driving record falls at or below probationary status criteria (defined above), the employee will be placed on probationary status and will be subject to the requirements of that status until the end of the probation. If a subsequent periodic motor vehicle record check reveals further violations, the Company will review the specific circumstances and determine appropriate action.

Employees who drive their vehicle while doing business on behalf of the Company are required to report suspended, restricted or revoked driver's licenses to their manager and to the People team immediately. Failure to report a suspended or revoked driver's license will result in disciplinary action up to and including termination.

### **[BACK TO TOP](#)**



## **Safe Vehicle Operation**

Employees are responsible for using their vehicle in a safe and responsible manner while conducting Company business and are to abide by all traffic laws while operating their vehicle. Drivers and clients are required to wear their seatbelts at all times, with no exceptions. All employees using their personal vehicle to conduct business on behalf of the Company must follow all the rules of the road.

Employees are subject to the Company's Drug and Alcohol Policy and specifically should not drive their vehicles while under the influence of alcohol, illegal drugs, or prescription drugs that may impair the safe usage of their vehicles.

Employees are expected to refrain from using their cell phone while driving. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to find a safe place to pull off of the road and stop the vehicle before placing or accepting a call. If acceptance of a call is unavoidable and safely pulling over is not an option, employees are expected to keep the call short, use hands-free devices, refrain from complicated or emotional discussions, and keep their eyes on the road. Special care should be taken in situations where there is traffic, inclement weather or the employee is driving in an unfamiliar area. Employees are prohibited from texting, emailing, or surfing the internet while driving on Company business.

Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions. Employees must comply with all state and local laws related to use of cell phones while driving.

## **Safety Issues for Cellular Phone Use**

Employees whose job responsibilities include regular or occasional driving are expected to refrain from using their phone while driving. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is unavoidable and pulling over is not an option, employees are expected to keep the call short, use hands-free devices, refrain from complicated or emotional discussions, and keep their eyes on the road. Special care should be taken in situations where there is traffic, inclement weather or the employee is driving in an unfamiliar area. Employees are prohibited from texting, emailing, or surfing the internet while driving on Company business.

Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions. Employees must comply with all state and local laws related to use of cell phones while driving.

This policy in no way prohibits employee communications that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the NLRA, including the right of employees to speak with others about their terms and conditions of employment.

## **BACK TO TOP**



## No Solicitation/Distribution of Literature

The Company has established the following rules applicable to all employees and non-employees that govern solicitation, distribution of written material and access to company property:

Employees may engage in solicitation activities only during non-working times. No employee may engage in solicitation during their working time or during the working time of the employee or the employees at whom such activity is directed.

Employees may distribute or circulate any written or printed material only in non-work areas, during non-working times. No employee may distribute or circulate any written or printed material in work areas at any time, or during their working time or during the working time of the employee or employees at whom such activity is directed.

Nonemployees are not permitted to solicit or to distribute written material for any purpose on company property.

Off-duty employees are not permitted in work areas.

As used in this policy, "working time" includes all time for which an employee is expected to be performing services for the Company; it does not include time during which an employee is legitimately not performing services, such as during break periods, meal periods or before or after scheduled work periods.

## TECHNOLOGY

### Protecting the Company's Technology Assets

The Company provides our employees with technological assets to do their jobs. It is the employee's responsibility to follow the guidelines and procedures listed below for the protection, security, and proper use of the company's technology equipment. Following these guidelines will ensure the longevity, reliability, and confidentiality of our technology assets while minimizing the risk of loss, theft, damage, or unauthorized access.

#### Ownership and Responsibility

The company's technology equipment, including but not limited to computers, laptops, smartphones, tablets, servers, networking devices, and peripherals, are the property of the company and must be used for business-related purposes. Employees are expected to exercise due care and responsibility when using company equipment, and any damage due to negligence or misconduct may result in financial responsibility for the employee.

#### Physical Security

#### [BACK TO TOP](#)



- All technology equipment must be stored in secure and locked areas when not in use.
- Portable technology devices must not be left unattended in public places, vehicles, or other unsecured locations.
- Access to technology equipment storage areas must be restricted to authorized personnel only.

### **Access Control and User Accounts**

- User accounts and access to technology equipment and systems must be granted based on job roles and responsibilities.
- User accounts must be protected with strong passwords and, where feasible, two-factor authentication (2FA). Employees should not disclose or share their personal or network passwords with anyone other than authorized Company representatives.
- All user names, pass codes, passwords, and information used or stored on the company's computers, networks, and systems are the property of SageSure. No employee may use a user name, pass code, password, or method of encryption that has not been issued to that employee or authorized in advance by the company.
- Shared accounts should be minimized, and individual accountability for system access must be maintained.
- Email users are responsible for securing electronic files and email messages from unauthorized access, viewing, and use by following established security policies and procedures. Confidential information should not be left open on computer screens when the computer is unattended. At the end of each day, the email system should be closed, and the Employee's computer system shut down. Floppy disks and back-up tapes that contain confidential information should be kept in locked drawers or files.
- An employee shall immediately inform the IT Service Desk if they know or suspect that any user name, pass code, or password has been improperly shared or used, or that IT security has been violated in any way.

### **Software and Data Security**

- Only authorized software and applications should be installed on company-owned devices.
- Regular software updates and security patches must be applied to all devices to ensure protection against known vulnerabilities.
- Encryption should be employed for sensitive company data, both in transit and at rest.
- Data backup procedures should be established and maintained to prevent data loss due to hardware failure, theft, or other incidents.

### **Remote Work and Mobile Devices**

#### **[BACK TO TOP](#)**





- Mobile devices and laptops used for remote work must be protected by strong passwords or biometric authentication.
- Virtual Private Network (VPN) connections should be utilized when accessing company systems from external networks.
- Lost or stolen mobile devices must be reported to the IT Service Desk immediately for remote data wipe, if possible.

### **Reporting Security Incidents**

- Employees must report any lost, stolen, or compromised technology equipment to the IT Security department and management promptly.
- Suspected security breaches or incidents involving technology equipment should be reported immediately to the IT Security department.
- Employees must not report computer security incidents, problems, and/or violations to any outside parties. These parties include news reporters, researchers compiling statistics on computer crime, independent organizations compiling technical reports about incidents, professional society members, and/or law enforcement personnel.

### **Damaged Technology Assets**

- Employees must exercise care and caution when using assets to protect the assets from unexpected damage or abuse.
- Damage or abuse of technology equipment should be reported immediately to the IT Service Desk department.
- Upon discovering damage to company equipment, the Company will conduct a thorough assessment to determine the cause and extent of the damage. If it is determined that the damage is a result of employee negligence or misconduct, the Company reserves the right to charge the employee for repair or replacement costs.
- The charges for damage to company equipment will be based on the actual cost of repair or replacement, including labor, parts, and any associated fees. Employees will be provided with an itemized statement of these costs.
- If an employee is responsible for the damage, the Company may deduct the cost of repair or replacement from the employee's salary. The Company will notify the employee in writing of the deduction, including details of the damaged equipment and the associated costs. Deductions will be made in accordance with applicable labor laws and regulations.

### **Return of Technology Assets**

- Technology assets are the property of the Company and must be promptly returned upon termination of employment or when damaged.

### **[BACK TO TOP](#)**



- The IT Logistics team will coordinate the return of the technology assets at no cost the employee.
- Failure to return the Company's technology assets will result in the Company charging the employee for the replacement cost of the asset. Payment may be made by withholding the cost from the employee's last paycheck (unless prohibited by law or regulation) or by personal check.
- Failure to comply with these guidelines may result in disciplinary action, up to and including termination of employment, as well as legal actions in cases of theft, loss, or unauthorized access.

## **Acceptable Computer, Email, and Internet Usage**

The Company recognizes that use of the Internet and e-mail is necessary in the workplace, and employees are required to use the Internet and e-mail systems responsibly, as unacceptable use can place the Company and others at risk.

The Company's employees are trusted to use company property in a way that is respectful and appropriate. No one may use any communications or computer system in a manner that may be construed by others as harassing or offensive based on race, ethnicity, country of origin, gender, sexual orientation, age, ability status, religious beliefs, veteran status, or any other characteristic protected by federal, state, or local law. The Company has zero tolerance for comments and actions that would be considered racist, sexist, derogatory, vulgar, threatening, harassing, or otherwise discriminatory. This includes but is not limited to actions and comments partaken when using the internet and other technology provided by the Company.

This policy also prohibits use of the Company's electronic system resources and communications systems in any manner that would infringe on or violate the proprietary rights of third parties. Electronic communications systems provide easy access to vast amounts of information, including material that is protected by copyright, trademark, patent, and/or trade secret law. You should not knowingly use or distribute any such material downloaded from the internet that is protected by copyright, trademark, patent and/or trade secret law.

Employees are expected to use company-provided internet and other devices as a resource for completing their assigned duties and supporting the objectives of the Company.

### **No Expectation of Privacy**

All information, including e-mail messages and files, that are created, sent, or retrieved over the Company's technical resources are the property of the Company, and should not be considered private or confidential. Employees have no right to privacy as to any information or file transmitted or stored through the Company's computer, voice mail, cell phone, e-mail, text messages, instant messages, internet and social media postings and activities, telephone systems, or any other kind of form of information or communication transmitted to, received, or printed from, or stored or recorded on the company's electronic information and communication systems. All information, including text and

### **BACK TO TOP**



images may be disclosed to law enforcement or to other third parties without prior consent of the sender or the receiver.

You are expressly advised that to prevent against misuse, SageSure reserves the right to monitor, intercept, and review, without further notice, every employee's activities using the Company's electronic information resources and communications systems, including but not limited to email (both outgoing and incoming), telephone conversations and voice mail recordings, instant messages, and internet and social media postings and activities, and you consent to such monitoring by your acknowledgement of this policy and your use of such resources and systems. This might include, without limitation, the monitoring, intercepting, accessing, recording, disclosing, inspecting, reviewing, retrieving, and printing of transactions, messages, communications, postings, logins, recordings, and other uses of the systems as well as keystroke capturing and other network monitoring technologies.

The company may also store copies of such data and communications for a period of time after they are created and may delete such copies from time to time without notice.

Do not use the company's electronic information and communications systems for any matter that you desire to be kept private or confidential from the company.

### **Personal Use of the Internet During Work Hours**

Excessive personal use of company internet ("cyberloafing") during work hours is not permitted, however occasional and reasonable personal use is acceptable, so long as:

- Personal use of the internet does not interfere with employee productivity, including the quality of work produced and other indicators of performance.
- The employee's personal use of the internet does not violate any other guidelines contained within this handbook.
- Personal use does not cause undue effects to the company network by consuming an excessive amount of the limited available bandwidth. Examples include but are not limited to downloading/uploading unreasonably large files and streaming videos.
- Employees do not use company property to perform commercial services outside of tasks and projects assigned by the Company.

### **Spam**

Users of email and text messaging will occasionally receive unsolicited commercial or bulk messages (spam) which, aside from being a nuisance and a drain on IT resources, might be a means to spread computer viruses and other malicious software. Avoid opening unsolicited messages and report any suspicious messages to the administrator. Delete all spam immediately. Do not reply to the message in any way, even if it states that you can request to be removed from its distribution list. If delivery persists, contact the IT Service Desk who will block any incoming messages from that address.

### **BACK TO TOP**



### **Personal Use of Company-Provided Email.**

Personal use of company-provided email is never permitted.

### **Piracy, Data Theft, Hacking, and Other Illicit or Unsafe Activity**

The following activities are strictly forbidden on company equipment:

- Illegally downloading music, films, software, and other digital goods (“Piracy”).
- Installing software on company computers without the authorization of the IT Service Desk.
- Sharing confidential material, trade secrets, or other proprietary information outside of authorized parties of the Company.
- Employees may not use internet access or technology provided by the company to participate in any gambling or gaming activities, this includes but is not limited to video gaming; social casino games; lottery purchases or exchanges; placing horse racing bets; fantasy football; and all other activities involving risk, value, chance and reward.
- Gaining unauthorized access to programs, systems, websites, etc. (“Hacking”).
- Introducing malicious software (“Malware”) onto the company network or performing other actions that put the security of the organization at risk.
- Attempting to bypass the company web filter to access blocked material.
- Accessing content that would reasonably be considered not safe for work such as pornography, violent imagery, and other adult-oriented content.
- Sharing or leaking passwords or other credentials that are used to provide access to company equipment, services, accounts, and other company assets.

### **Employee Monitoring**

The equipment used to access the internet is the property of the Company. The Company may use employee monitoring software to ensure the acceptable use of technology by employees, maintain the security of company data and property, and assist with employee productivity tracking. This activity tracking software will be used to monitor employee computer activity, including monitoring internet activity such as the websites visited by employees.

All technology provided by the Company, including computer systems, communication networks, company-related work records and other information stored electronically, is the property of the Company and not the employee. The Company reserves the right to examine, monitor and regulate e-mail and other electronic communications, directories, files and all other content, including Internet use, transmitted by or stored in its technology systems, whether onsite or offsite. The Company may also

### **[BACK TO TOP](#)**



use software for employee productivity tracking to monitor employee computer activity and websites visited.

### **Disciplinary Action**

This policy must be followed in conjunction with other Company policies governing appropriate workplace conduct and behavior. Any employee who abuses company-provided access to e-mail, the Internet, or other electronic communications or networks, including social media, may be denied future access and, if appropriate, be subject to disciplinary action up to and including termination.

### **Call Monitoring and Recording**

The Company provides landline and/or mobile telephone access and voicemail systems to certain employees for use in connection with performing their job duties. To ensure that our customers are provided with courteous and respectful service, and to prevent misuse of the Company's IT resources, telephone conversations and voicemail messages of every employee may, without notice, be monitored, recorded, and reviewed. The Company may also store recorded telephone conversations and voicemail messages for a period of time after they take place and may delete such recordings from time to time.

Remember that the Company expressly reserves the right, without further notice, to monitor, review, and record telephone conversations and voicemail messages you have or leave, whether business or personal in nature, and you consent to such monitoring, review, and recording by your acknowledgement of this policy and by using any of the Company's telephones or voicemail systems, except where prohibited by law.

### **Time Away from Work**

Access to the Company network may be restricted during a leave of absence period, as the Company's main concern is the well-being of the employee and their family. However, we understand that every situation is unique. If you believe that limited work engagement would be beneficial to you during your leave of absence, we encourage you to discuss this with the People Team. We are committed to flexibility and open dialogue to accommodate our employees' individual needs.

## **LEAVING THE COMPANY**

This section does not alter or change the at-will employment relationship or in any way restrict the Company's rights to terminate the employment (and any corresponding salary, bonus, and employee benefits) of any employee at any time.

### **Separation from Employment**

In the event you wish to end your employment with the Company, please notify your manager. Written notification is preferred, and it is customary to give at least two weeks' notice. Final paychecks will be issued according to state law.

### **BACK TO TOP**



Upon separation, employees are responsible for returning all property, materials, or written information issued to them or in their possession or control due to their employment with the company. The Company may take all action deemed appropriate to recover or protect its property.

### **Voluntary Termination**

Should an employee voluntarily terminate (resign employment with the company), the employee should provide a written resignation to their immediate manager who will, in turn, notify the People Team. It is the manager's responsibility to immediately notify the People Team. An employee may not terminate their employment on a company observed Holiday. Employees may not use PTO or FTO to extend a resignation period and may not use PTO or FTO once they have given notice. An employee's last day of employment will be the last day on which performing work for the company.

### **Involuntary Termination**

This handbook does not constitute a contract for continued guaranteed employment. The employment relationship between the company and you may be terminated at any time by the company, for any reason or no reason, other than a reason prohibited by law.

### **Exit Interviews**

The Company respects the opinion of our exiting employees and their job-related experiences. An exit interview offers an employee the opportunity to share any information the employee feels may help the company in improving its day-to-day operations. At the time of separation, employees are encouraged to participate in our exit interview process.

### **Return of Company Property**

Employees are required to return all physical property owned by the company (e.g., computers, bags, keys, training manuals, identification/access badges, credit, and phone cards, etc.) and all information, including confidential information, prior to departure.

If a departing employee does not return all properties owned by the company, the company will send an invoice to the departing employee for the value of the unreturned properties.

### **BACK TO TOP**



# CALIFORNIA SUPPLEMENT – FOR CALIFORNIA EMPLOYEES ONLY

## About this California Supplement

The Company is committed to workplace policies and practices that comply with federal, state and local laws. For this reason, California employees will receive the Company's Employee Handbook and the California Supplement to the Employee Handbook ("California Supplement") (together, the "Employee Handbook").

The California Supplement, however, applies only to California employees. It is intended as a resource containing specific provisions derived under California law that apply to the employee's employment. It should be read together with the Employee Handbook and, to the extent that the policies in the California Supplement are different, or more generous than those in the Employee Handbook, the policies in the California Supplement will apply.

The California Supplement is not intended to create a contract of continued employment or alter the at-will employment relationship. No manager or supervisor has any authority to enter into a contract of employment - express or implied - that changes the fact that employment with the Company is at-will. Only the President & CEO or their authorized representative has the authority to enter into an agreement that alters the at-will employment relationship, and any such agreement must be in writing and signed by the President & CEO or their authorized representative.

If employees have any questions about these policies, they should contact the People Team.

## Discrimination, Harassment, and Retaliation Prevention

SageSure is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination and harassment against employees, 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;

### [BACK TO TOP](#)





- 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.

An employee'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 employees to self-identify their preferred gender, name and/or pronoun, including gender-neutral pronouns. The Company will use an employee'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 employee in accordance with the employee's current gender identity and preferred name.

The Company will not tolerate discrimination or harassment based upon these protected 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 employees who request reasonable accommodation for reasons related to disability or religion. Our commitment to equal employment opportunity applies to all persons involved in our operations and prohibits unlawful discrimination and harassment by any employee (including supervisors and co-workers), agent, client, customer or vendor.

### **Prohibited Harassment**

SageSure 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 employees, 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) and 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 or 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

### **[BACK TO TOP](#)**



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 conduct by any person, including employees, supervisors, managers, temporary or seasonal workers, agents, clients, vendors, customers, or any other third party involved in the Company's operations, and this policy specifically prohibits conduct that creates or contributes to a hostile or offensive working environment for any Company employee or applicant based on protected characteristics. If such harassment occurs that an employee believes to be a violation of this policy, the procedures in this policy should be followed.

The Company prohibits unlawful harassment and sexual harassment, as well as proscribed conduct that does not rise to the level of being unlawful. This policy is not designed or intended to limit the Company's authority to discipline or take remedial action for conduct that violates this policy that the Company deems unacceptable, regardless of whether that conduct satisfies the definition of unlawful harassment or sexual harassment.

### **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 an employee'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.

### **[BACK TO TOP](#)**



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 non-exhaustive list of the types of conduct prohibited by this policy:

- Unwanted sexual advances or propositions (including repeated and unwelcome request for dates).
- 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 sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages.
- Verbal conduct: making or using sexually derogatory comments, innuendos, epithets, slurs, sexually explicit jokes, or comments about an individual's body or dress, whistling or making suggestive or insulting sounds.
- 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: unwelcome or inappropriate touching, physical violence, intimidation, touching, assault or impeding or blocking normal movements.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity or the status of being transgender, 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;
  - Repeated and intentional use of a name or pronoun inconsistent with an individual's known gender identity;
  - Asking intrusive questions about a person's sexual orientation, gender identity, gender transition, or intimate body parts;
  - Sabotaging an individual's work;
  - Bullying, yelling, or name-calling; and
  - Retaliation for reporting harassment or threatening to report sexual harassment.

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

**[BACK TO TOP](#)**



Sexual harassment can occur regardless of the gender of the person committing it or the person who is exposed to it. Harassment on the basis of sexual orientation, self-identified gender, perceived gender or transgender status are all forms of prohibited sexual harassment.

### **Other Types of Harassment**

Harassment on the basis of any protected characteristic is prohibited. Prohibited harassment may include behavior similar to the illustrations above and may also include, but is not limited to:

- 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;
- Sharing pornography or sexually demeaning depictions of people, including AI-generated and deepfake images and videos;
- Mimicking or mocking a person's disability, accent or religious garments, jewelry, or displays; 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 and 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 employee 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**

#### **[BACK TO TOP](#)**



Any employee who believes that 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 SageSure 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, the People Team, to SageSure's toll-free Ethics Reporting Hotline at 1-844-857-9750 or [www.sagesure.ethicspoint.com](http://www.sagesure.ethicspoint.com)

Employees 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 **the** People Team 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 employees 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 at <https://calcivilrights.ca.gov/shpt/>.

## **Disability Accommodation**

Employees who require an accommodation in order to perform the essential functions of their job should contact the People Team at [people@sagesure.com](mailto:people@sagesure.com).

Under California law, employees are entitled to reasonable accommodation for a physical or mental disability or a medical condition. A "medical condition" means: 1) any health impairment related to or associated with a diagnosis, record or history of cancer; or 2) genetic characteristics that may cause a disease or disorder in the employee or the employee's offspring.

## **Religious Accommodation**

Employees and applicants for employment may request reasonable accommodation for their sincerely held religious beliefs, practices 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 accordance with the Fair

### **BACK TO TOP**



Employment and Housing Act (FEHA), the Company will provide a reasonable accommodation unless such accommodation will impose an undue hardship on business operations.

The Company will not deny employment to an applicant or take adverse employment action against an employee to avoid the need to provide accommodation. The Company also will not discriminate or retaliate against a person requesting reasonable accommodation regardless of whether the request is granted.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact the People Team at [people@sagesure.com](mailto:people@sagesure.com).

## **Lactation Accommodation**

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

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

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

The Company will provide employees 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 and free from hazardous materials in close proximity to the employee'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 employee 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 employees who pump breast milk 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 be used for other purposes. However, during times when an employee is using the location for lactation purposes, that use will take precedence over all other uses. Employees who have questions or concerns related to lactation room scheduling conflicts should contact their People Team representative at [people@sagesure.com](mailto:people@sagesure.com).

## **BACK TO TOP**



Any nonexempt employee who is not provided with a break as requested to express milk should immediately contact the People Team representative at [people@sagesure.com](mailto:people@sagesure.com).

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

Employees who wish to request lactation accommodation should contact their People Team representative at [people@sagesure.com](mailto:people@sagesure.com). If the Company cannot provide break time or a location that complies with this Lactation Accommodation policy, the employee requesting the accommodation will be notified in writing.

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

### **Accommodation for Drug or Alcohol Treatment or Rehabilitation**

The Company will attempt to reasonably accommodate employees with chemical dependencies (drugs or alcohol) if they voluntarily wish to seek treatment and/or rehabilitation unless the accommodation imposes an undue hardship on the Company's business operations. The Company's support for treatment and rehabilitation does not obligate the Company to hire or employ any person who violates the Company's drug and alcohol abuse policy or who, because of current use of drugs or alcohol, is unable to perform their duties or cannot perform the duties in a manner that would not endanger their health or safety or the health or safety of others.

The Company will keep all information submitted in connection with an employee's enrollment in a drug or alcohol rehabilitation program confidential to the extent permissible by law.

Time off for these purposes is unpaid. However, employees wishing to take such leave may utilize their sick leave or accrued paid time off, if applicable.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their People Team representative or [benefits@sagesure.com](mailto:benefits@sagesure.com).

### **Meal Periods**

Except for exempt employees, all employees who work five (5) or more hours in a day are required to take a thirty (30) minute duty-free meal period, except where six hours will complete the day's work (further details below). An employee who works over ten (10) hours in a day is required to take a second thirty (30) minute duty-free meal period unless the employee elects to waive the second meal period as provided for below. When an employee works for a work period of more than five hours, a meal period must start no later than the end of the employee's fifth hour of work. A second meal period, if applicable, should begin no later than the end of the tenth hour of work. Employees should schedule their meal periods at times approved by their supervisors. Employees should exercise personal initiative to take meal breaks on time, even when not specifically directed to do so by a supervisor.

#### **[BACK TO TOP](#)**





Employees are completely relieved of their job responsibilities during their meal periods. For this reason, unless there is a valid written agreement for an on-duty meal period, employees must clock in and out for their meal periods or record the beginning and ending time of the meal period on their timesheet every day. Employees may be required to sign a certification providing, among other things, that they have taken all their daily meal periods during the pertinent pay period. At no time may any employee perform off-the-clock work during a break. Employees are required to accurately record their meal breaks on their time record. Employees must not alter, falsify, or manipulate any aspect of their timekeeping records to inaccurately reflect or hide meal periods or time spent working during meal periods. Employees must clock back in and return to work promptly after the end of the meal period.

Employees will be provided a reasonable opportunity to take the meal period. During this time there will be no control over the employee's activity. Employees are expected to refrain from performing any work during the meal period. Employees are free to leave the worksite.

Non-exempt employees may not work through their mealtimes in order to leave early or arrive at work late. Non-exempt employees may not make up any time away from work by working through their meal period.

### **Waiver of Meal Period**

Employees may waive, if the Company agrees, their meal periods under the following circumstances. If an employee will complete their workday in six (6) hours, the employee may waive their meal period. Employees who work over ten (10) hours in a day may waive their second meal period only if they take their first meal period and they do not work more than twelve (12) hours that day. Anytime an employee elects to waive a meal period they must submit a written request and receive prior written authorization from their supervisor. Employees may not waive meal periods to shorten their workday or to accumulate meal periods for any other purpose.

No Company manager or supervisor is authorized to instruct an employee to forego a meal or rest period. Employees should immediately report managers' or supervisor's instruction to skip a meal period to the People Team.

### **Rest Periods**

The Company provides all full-time non-managerial and other non-exempt employees with the opportunity to take a ten (10) minute duty free rest period for every four (4) hours worked (or a major fraction thereof; meaning more than two hours), which should be taken so far as practicable in the middle of each work period. The Company generally will not authorize a rest period for employees whose total daily work time is less than three and one-half (3 ½) hours. Employees are expected to schedule their rest periods at their own discretion under these guidelines unless instructed otherwise by a supervisor. Employees should exercise personal initiative to take rest breaks on time, even when not specifically directed to do so by a supervisor. Rest periods may not be combined with meal periods.

Rest periods are counted as hours worked, and thus, employees are not required to record their rest periods on their timesheets or timecards. Rest periods may not be waived to shorten your workday or

### **BACK TO TOP**



be accumulated for any other purpose. Employees may be required to sign a certification providing, among other things, that they have taken all of their rest periods during the pertinent pay period.

The following chart shows the number of rest breaks for which non-exempt Employees are entitled to depending on the number of hours worked in a given workday.

Hours Worked	Number of Rest Breaks
0-3.5	0
More than 3.5-6.0	1
More than 6.0-10.0	2
More than 10.0-14.0	3
More than 14.0-18.0	4

Employees are relieved of all duties during rest periods. “Duty free” means that the employee is relieved of all work-related responsibilities, including, for example, any obligation to perform tasks, monitor work-related activities, carrying cellular telephones, personal digital assistants, or other communication devices, receiving, reviewing, or responding to any communications, and any other tasks. Employees are permitted to leave their workstations during this time. Employees must promptly return to work at the end of the 10-minute period.

### Missed or Interrupted Breaks

If an employee has been deprived of the opportunity to take a meal period or is deprived of the opportunity to take a timely uninterrupted duty-free thirty-minute meal period, the employee should always immediately report this fact to their supervisor or to the People Team. Likewise, if an employee is deprived of the opportunity to take a rest break or the opportunity to take an uninterrupted duty-free ten-minute break, the employee should always immediately report this fact to their supervisor or to the People Team. The Company will take steps to remedy the problem.

It is against company policy to impede or discourage employees from taking breaks. Any employee who believes that they have been discouraged or prevented from taking meal or rest breaks should report this fact to the People Team. Please note that no Company manager or supervisor is authorized to instruct an employee how to spend their personal time during a meal or rest period. The Company will take steps to correct any problems. Employees are encouraged to make such reports and will be protected from retaliation for doing so.

### [BACK TO TOP](#)



## California Employees – Cap on Unused PTO

The provisions in the “PTO Accrual and Accounting” section of the handbook, and in the “Terminating Employment – PTO,” section do not apply to employees working in California. For those employees, the amount of PTO that can be accrued at any one time cannot exceed 1.5 times the total annual allotment. Once an employee’s accrued PTO reaches the capped amount, no further PTO accrues until the balance falls below the cap.

Example: John Doe is a full-time employee with exempt status. His total annual allotment is 160 hours. Therefore, the maximum amount of PTO he can accrue at any one time is capped at 240 hours. ( $160 \times 1.5 = 240$ ). Upon termination of employment, all earned and unused PTO will be paid to the employee on the last day of employment, unless the employee has provided less than 72 hours of notice of their intention to resign.

## Overtime Pay and Work Schedule

The nature of our business sometimes requires employees to work overtime. Your supervisor will notify you when you are required to work overtime. We expect and appreciate your cooperation. We will try to provide you with as much advance notice as possible of any overtime that will be required of you. We expect that all employees who are scheduled to work overtime will be at work, unless excused by their supervisor.

Your supervisor will inform you of the hours you are to work. Due to changing needs of our customers, your actual work schedule may vary from time to time. If it does, you will be notified by your supervisor. Management retains the right to reassign employees to a different shift where it is necessary for the efficient operation of the Company.

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

All nonexempt employees 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 eight hours per workday (up to and including 12 hours per workday), or in excess of 40 hours in a workweek;
2. One and one-half times their regular rate of pay for the first eight 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 hours in a workday and in excess of eight hours on the seventh consecutive day of work in a workweek.

All nonexempt employees 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. An employee may

### [BACK TO TOP](#)



independently and voluntarily choose not to take a day of rest and confirm such choice in writing with the Company.

The Company does not permit nonexempt employees to take compensatory time off in lieu of overtime pay.

### **Reporting Time Pay for Non-Exempt Employees**

If you report to work as scheduled or at the Company's request but are not put to work or you are furnished with less than half of your usual or scheduled day's work, the company will pay you half your usual or scheduled day's work, but in no event for less than two hours nor more than four hours, at your regular rate of pay.

Reporting time pay will not be owed or paid under the following circumstances:

- When a closure is caused by threats to employees or company property or when recommended by a civil authority, such as the police.
- When public utilities fail, such as water, gas, electricity, or sewer; or
- When work is interrupted by an act of God or other causes not within the company's control.

### **California Family Rights Act (CFRA) Leave Policy**

The Company recognizes that employees may need to be absent from work for an extended period of time for reasons related to care for themselves or their family member, pregnancy, the birth of a child or placement of a child for foster care or adoption. Accordingly, the Company will grant time off to employees in accordance with the requirements of the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (Fed-FMLA). If both the CFRA and Fed-FMLA apply, the leave provided by each will count against the employee's entitlement under both laws and must be taken concurrently. An employee who is eligible for leave under only one of these laws will receive benefits in accordance with that law only. In any case, employees will be eligible for the most generous benefits available under applicable law.

#### Employee Eligibility

To be eligible for CFRA leave, employees must have been employed by the Company for a total of at least 12 months (52 weeks) at any time before the leave starts and have worked at least 1,250 hours over the previous 12 months when the leave starts.

#### Qualifying Reasons for Leave

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

- For the birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement (i.e., bonding leave);

#### **BACK TO TOP**



- To care for the employee'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 employee'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 an employee'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 employee when the employee was a child.

A "designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees may identify a designated person at the time they request CFRA leave. (Employees 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 (i.e., 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 (i.e., 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:
    - Restorative surgery after an accident or other injury; or

## [BACK TO TOP](#)



- 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

Employees are entitled to a maximum of 12 work weeks of CFRA leave in a 12-month period. The applicable "12-month period" used by the Company is a rolling 12-month period measured backward from the date an employee uses CFRA leave.

CFRA leave is not available when an employee is disabled by pregnancy, childbirth or a related condition; however, such employees may be entitled to pregnancy disability leave under California's pregnancy disability leave law and the Fed-FMLA. Fed-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, each parent will 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 employee's serious health condition that also constitutes a "disability" under California's Fair Employment and Housing Act (FEHA), and the employee cannot return to work when their CFRA leave ends, 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, employees may take CFRA leave intermittently, which means taking leave in blocks of time or reducing the employee's normal weekly or daily work schedule. An employee may take leave intermittently or on a reduced schedule whenever it is medically necessary to care for the employee's child, parent, spouse, registered domestic partner or registered domestic partner's child with a serious health condition or because the employee 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 employee 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.

Employees 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.

If CFRA Leave is taken intermittently or on a reduced schedule basis due to planned medical treatment, the Company may require employees to transfer temporarily to an available alternative position with an

### **BACK TO TOP**



equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If an employee 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 employee's CFRA entitlement. However, if there are other aspects of work that the employee is able to perform that are not physically impossible, then the employee will be permitted to return to work, thereby reducing the amount of time charged against the employee's CFRA leave 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, upon an employee's request, bonding leave can be taken in an increment of less than two weeks on any two occasions.

### Notice Required

Employees who wish to take planned CFRA leave must notify the People Team at [people@sagesure.com](mailto:people@sagesure.com) and [benefits@sagesure.com](mailto:benefits@sagesure.com) 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 employees to provide written notice of the need for leave, except when written notice is not possible because of the need for immediate health care consultation or treatment.

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

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

In addition to other notice provisions, employees requesting leave for CFRA qualifying reasons must respond to the Company's 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.

### Medical Certification

When the leave relates to medical issues (i.e., an employee's or their family member's serious health condition), employees will be required to provide a medical certification within 15 calendar days of the Company's request, unless doing so is not practicable. Employees may request a certification form from [benefits@sagesure.com](mailto:benefits@sagesure.com). Employees 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 an employee's serious health condition. Employees are expected to cooperate with the Company in obtaining additional medical opinions that the Company may require.

### [BACK TO TOP](#)





## Qualifying Exigency Leave Notice and Certification Requirements

Employees taking CFRA leave for a qualifying exigency must 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 employee 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.

Employees may request a certification form from [benefits@sagesure.com](mailto:benefits@sagesure.com).

## 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 an employee 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 employee does not plan to return to work and has voluntarily terminated their employment.

## Benefit Coverage

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

An employee's length of service will remain intact, but benefits such as vacation and sick leave may not accrue during the unpaid CFRA leave.

An employee will not lose benefits accrued prior to the CFRA leave, but an employee is not entitled to any benefit or position that they would not have been entitled to if they did not take CFRA leave.

## Compensation During Leave

CFRA leave taken under this policy is generally unpaid. However, depending upon the circumstances, employees may be eligible to receive benefits through state-sponsored programs or the Company's sponsored wage-replacement benefit programs.

The Company may require employees to use paid time off (PTO) to cover some or all of the CFRA leave period, only if the CFRA leave is otherwise unpaid. The CFRA leave is not unpaid if the employee is receiving state disability insurance, short- or long-term disability payments pursuant to an employer-provided plan or is receiving Paid Family Leave through the state. The use of paid benefits will not extend the length of CFRA leave.

## **[BACK TO TOP](#)**



## Reinstatement

Under most circumstances, employees 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 an employee becomes unqualified during CFRA leave as a result of not attending a necessary course, or renewing a license, the employee will be given a reasonable opportunity to fulfill those conditions upon returning to work. Further, the Company may grant an employee's request to work a different shift, in a different or better position, or in a different location, that is better suited to the employee's personal needs upon returning from CFRA leave.

The Company will also consider reasonable accommodation under the FEHA if an employee is returning from CFRA leave for their own serious health condition.

However, employees have no greater right to reinstatement than if they had been continuously employed rather than taken leave. For example, if an employee would have been laid off or the employee's position would have been eliminated even if they had not gone on leave, then the employee would not be entitled to reinstatement. However, if an employee has been replaced or the employee's position was restructured to accommodate the employee absence, the employee is entitled to reinstatement. The Company will not limit or deny reinstatement from CFRA leave on the basis that an employee is considered a "key employee" under the FMLA.

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

## Confidentiality

Documents relating to medical certifications, recertifications or medical histories of employees or employees' 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

An employee 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 an employee due to such fraud.

## No Discrimination

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;
- Terminate or discriminate against any individual for:

## **[BACK TO TOP](#)**



- Exercising their right to CFRA leave; or
- Giving information or testimony regarding their own or another person's leave in an inquiry or proceeding related to CFRA rights.

If an employee believes that their CFRA rights have been violated in any way, they should immediately report the matter to the People Team at [people@sagesure.com](mailto:people@sagesure.com).

#### Additional Information

Employees who have questions about this policy should contact the People Team at [people@sagesure.com](mailto:people@sagesure.com).

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

Any employee 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 an employee 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, employees 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, including but not limited to, 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 Accommodations for Pregnancy Under California Law**

Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. Employees 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 employee to temporarily transfer or to receive some other accommodation.

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

- The employee requests a transfer or other accommodation;
- The request is based on 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.

#### **BACK TO TOP**



No additional position will be created, and the Company will not terminate another employee, transfer another employee with more seniority, or promote or transfer any employee 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 reasonable accommodation, the Company will consider the reduced hours/time off as pregnancy disability leave and deduct those hours from an employee'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, employees 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 employees 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 employees 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 employee 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 employee's health care provider.

The Company may require an employee to temporarily transfer to an available alternative position to meet the medical need of the employee to take intermittent leave or work on a reduced schedule as certified by the employee's health care provider. The employee 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 an employee affected by pregnancy will not reduce the amount of pregnancy disability leave time available to the employee

### **[BACK TO TOP](#)**



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 on the period of time for which it is medically advisable.

## **Benefits**

The Company will continue an employee's group health plan benefits during PDL, so long as she pays the regular contribution toward her portion of the benefit premiums. Failure to make these contributions will cause the particular benefit to be discontinued. The employee must make the necessary arrangements with the People Team prior to PDL commencement. In some instances, the Company may recover premiums it paid to maintain health coverage for an employee who fails to return to work following PDL.

If employees 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.

## **Integration With Other Benefits**

Pregnancy disability leaves and accommodations that require employees to work a reduced work schedule or to take time off from work intermittently are unpaid. Employees 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.

Sick, vacation and other PTO leave hours will not accrue during any unpaid portion of the leave of absence, and employees 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 employees 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 employee and the Company have agreed upon a definite date of return from the leave of absence or transfer, the employee 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, then the employee will be returned to work within two business days, where feasible, after notifying the Company of their readiness to return.

Before employees will be allowed to return to work in their regular job following a leave of absence or transfer, they must provide the People Team at [benefits@sagesure.com](mailto:benefits@sagesure.com) 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 employees do not provide such a release prior to or upon

## **[BACK TO TOP](#)**



reporting for work, they will be sent home until a release is provided. This time before the release is provided will be unpaid.

Employees 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 employee'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, employees 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 an employee's pregnancy disability leave entitlement may be granted when the leave is necessitated by an employee's injury, illness or "disability" as defined under the Americans with Disabilities Act (ADA) and/or applicable state or local law.

The Company will not discriminate or retaliate against employees 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 employee's rights under any other policy or laws protecting gender, pregnancy and childbirth, or health conditions related to pregnancy or childbirth.

Employees who have questions about this policy or who wish to request leave, transfer or other reasonable accommodation under this policy should contact the People Team at [people@sagesure.com](mailto:people@sagesure.com).

### **State Disability Insurance (SDI) and Paid Family Leave (PFL)**

Employees who take leave for a non-work-related disability may be entitled to partial wage replacement through California State Disability Insurance (SDI). The Company will inform Employees of SDI benefits upon hire and when an employee notifies the company that they need to time off work due to a non-work-related illness, injury, pregnancy, or childbirth.

Employees may also be entitled to Paid Family Leave (PFL) for up to 8 weeks in any 12-month period during leaves to care for qualifying family members. The Company will inform employees of PFL benefits for new hires and when an employee notifies the company that they need to take time off from work to care for a seriously ill family member or to bond with a new child within one year of the birth or placement of the child in connection with foster care or adoption. Employee contributions provide funding for this program. PFL is administered like SDI by the California Employment Development Department. PFL must be taken concurrently with family care leave and does not entitle an employee to take any additional time off. San Francisco employees are also eligible for paid family leave. Employees should contact the People Team for further information.

## **Reproductive Loss Leave**

Eligible employees may take up to five days of reproductive loss leave following a reproductive loss event. To be eligible for leave, employees must have been employed by the Company for at least 30 days immediately preceding the start of the leave. An employee who experiences more than one reproductive loss event within a 12-month period may take up to 20 days of reproductive loss leave within the 12-month period.

### **BACK TO TOP**



A "reproductive loss event" is defined as a:

- Failed adoption, meaning the dissolution or breach of an adoption agreement with the birth parent or legal guardian, or an adoption that is not finalized because it is contested by another party, where the employee would have been a parent of the adoptee if the adoption had been completed.
- Failed surrogacy, meaning the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate, where the employee would have been a parent of a child born as a result of the surrogacy.
- Miscarriage by the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of the child born as a result of the pregnancy.
- Stillbirth resulting from the pregnancy of the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.
- Unsuccessful assisted reproduction, meaning an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure for the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been the parent of a child born as a result of the pregnancy.

Employees may take reproductive loss leave on consecutive or nonconsecutive days but generally must complete the leave within three months of the reproductive loss event. For a reproductive loss event that spans multiple days, the event is deemed to occur on the final day of the event. If an employee is on, or chooses to go on, a leave of absence under local, state or federal law (including California Family Rights Act leave or pregnancy disability leave), either prior to or immediately following a reproductive loss event, the employee must complete the reproductive loss leave within three months of the end date of the other leave.

Reproductive loss leave runs concurrently with the Bereavement Leave policy and is generally unpaid, except as set forth in that policy. In addition, an employee may substitute for unpaid reproductive loss leave any PTO or compensatory time off that is otherwise available to the employee.

The Company will maintain the confidentiality of any employee requesting reproductive loss leave. Any information provided to the Company regarding reproductive loss leave 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 terminate, demote, fine, suspend, expel, or discriminate against an individual because the individual exercised the right to reproductive loss leave provided by this policy or gave information or testimony as to their own reproductive loss leave, or another person's reproductive loss leave, in an inquiry or proceeding related to rights guaranteed under California's

#### [BACK TO TOP](#)





reproductive loss 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 reproductive loss leave law.

## **Civil Air Patrol Leave**

The Company will not terminate or discriminate against an employee who is a volunteer member of the California Wing of the Civil Air Patrol or prevent a member from performing service as part of the Civil Air Patrol during an emergency operational mission. Additionally, the Company will not retaliate against an employee for requesting or taking Civil Air Patrol leave in accordance with this policy.

The Company will provide eligible employees with up to 10 days of leave per year, but no more than three days at a time, unless the emergency is extended by the entity in charge of the operation and the Company approves the extension. To be eligible for leave, employees must have been employed by the Company for at least 90 days immediately preceding the start of the leave and must be duly directed and authorized by a political entity that has the authority to authorize an emergency operational mission of the California Wing of the Civil Air Patrol.

Employees must request leave with as much notice as possible. The Company may require certification from the proper Civil Air Patrol authority to verify an employee's eligibility for leave. The Company may deny leave if the employee fails to provide the required certification.

Leave taken under this policy is unpaid except that exempt employees will be paid when required by applicable law. Employees will not be required to exhaust accrued vacation or sick leave or any other type of accrued leave prior to taking unpaid Civil Air Patrol leave but may choose to use such benefits during leave to receive pay.

Following leave, an employee must return to work as soon as practicable and must provide evidence of the satisfactory completion of Civil Air Patrol service. If the employee complies with these requirements, the employee will be restored to their prior position without loss of status, pay or other benefits.

## **Emergency Responder Leave**

The Company will not terminate or discipline any employee who is a volunteer firefighter, reserve peace officer or emergency rescue personnel because the employee takes time off to perform emergency duty or engages in fire, law enforcement or emergency rescue training. In the event you need to take time off for this type of emergency duty, please alert your supervisor or the People Team before leaving the company's premises.

A "volunteer firefighter" includes any person registered as a volunteer member of a regularly organized fire department of: (1) a city, county, city and county, or district having official recognition of the government of the city, county, city and county, or district in which the department is located; or (2) an unincorporated town.

### **[BACK TO TOP](#)**



"Emergency rescue personnel" includes any volunteer or paid officers, employees or members of a fire department or fire protection or firefighting agency who perform first aid and medical services, rescue procedures and transportation or other related activities necessary to insure the health or safety of a person in immediate danger. Such personnel include those who work for: (1) the federal or state government; (2) a city, county, city and county, district or other public or municipal corporation or political subdivision of this state; (3) a sheriff's department, police department or private fire department; or (4) a disaster medical response entity sponsored or requested by the state.

Employees will also be allowed up to 14 calendar days of leave per year to engage in fire, law enforcement or emergency rescue training.

## **Accommodation for Victims of Domestic Violence, Stalking, & Sexual Assault**

The Company will make reasonable accommodations for any employee who reports that they are the victim of domestic violence, sexual assault or stalking and requests that the Company accommodate their safety while at work, unless providing the accommodation will impose an undue hardship on the company's business operations or violates the company's duty to provide a safe and healthy working environment for all employees.

Reasonable accommodations may include, but are not limited to: a transfer; reassignment; modified work schedule; change in work telephone number; change in work station; installed lock; assistance in documenting domestic violence, sexual assault, stalking or other crime that occurs at the workplace; implemented safety procedures; or any other adjustment to a job structure, workplace facility or work requirement in response to domestic violence, sexual assault, stalking or other crime, or referral to a victim assistance organization. The Company will engage in a timely, good-faith and interactive process with the employee to identify effective reasonable accommodations.

Employees may also be entitled to a leave of absence under the company's Crime Victim Leave policy and should consult that policy and/or the People Team for additional information.

The Company may request that an employee provide a written statement signed by the employee (or an individual acting on behalf of the employee) certifying that the requested accommodation is for the employee's safety while at work. The Company may also require an employee to provide a certification that the employee is the victim of domestic violence, sexual assault or stalking and may request recertification every six months. Any of the following will be considered sufficient certification: a police report indicating the employee was a victim; a court order protecting or separating the employee from the perpetrator, or other evidence from the court or prosecuting attorney that the employee 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 employee was undergoing treatment or receiving services for physical or mental injuries; or any other form of documentation that reasonably verifies that the incident occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for an authorized purpose.

Employees must notify the Company if their needs change or if they no longer need accommodation.

The Company will keep all information submitted in connection with an employee's request for accommodation confidential to the extent permissible by law. If the law requires disclosure of information, the Company will notify the employee before any information is released.

### **[BACK TO TOP](#)**



The Company will not discriminate or retaliate against any employee because of the individual's status as a victim of domestic violence, sexual assault or stalking, if the employee provides the Company notice of such status, the Company has actual knowledge of such status, or the employee requests a reasonable accommodation in accordance with this policy.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact the People Team at [people@sagesure.com](mailto:people@sagesure.com).

## **Crime Victim Leave**

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

Additionally, an employee 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.

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 employee's:

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

## **[BACK TO TOP](#)**



Any employee 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.

Employees 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 employee to provide written certification of the need for the time off. Any of the following will be considered sufficient certification: a police report indicating the employee was a victim; a court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee 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 employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting 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 employee, or an individual acting on the employee's behalf, certifying that the absence is for an authorized purpose.

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

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

The Company will keep all information submitted in connection with an employee's request for leave confidential to the extent permissible by law. If the law requires disclosure of information, the Company will notify the employee before any information is released.

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

Employees who have questions about this policy or who wish to request a leave of absence under this policy should contact their People Team representative at [people@sagesure.com](mailto:people@sagesure.com) or [benefits@sagesure.com](mailto:benefits@sagesure.com).

## **Military Leave**

In addition to the federal protections included in the Employee Handbook, employees in California who serve in the military are entitled to the rights and protections set forth in the California Military and Veterans Code. Employees who are members of the National Guard or United States Reserve will be

### **[BACK TO TOP](#)**



granted a temporary leave of absence without pay while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises and special exercises or like activities. This leave cannot exceed 17 calendar days annually, including time spent going to and returning from duty.

Collateral benefits will not be restricted or terminated because of an employee's temporary incapacity as a result of the employee's duty in the National Guard, Naval Militia, State Military Reserve or federal reserve components of the United States Armed Forces, if the period of incapacity is 52 weeks or less. Similarly, employees who are members of the state Military Reserve will be granted temporary leave of absence without pay while engaged in military duty for purposes of military training, drills, unit training assemblies or similar inactive duty training. This leave cannot exceed 15 calendar days annually, including time spent going to and returning from duty.

Employees who are members of California's National Guard or the National Guard of other states are entitled to reinstatement upon their return from active military service leave if they meet certain conditions.

- Employees who left a full-time position and are returning from leave will be restored to the same position or to a position of similar seniority, status and pay, unless the Company's circumstances have changed so that it is impossible or unreasonable to do so.
- Returning employees who left a part-time position will be restored to the same position or to a position of similar seniority, status and pay, only if a position exists, as long as:
  - The employee is an officer or enlisted member of the National Guard of any state;
  - The employee was called to active duty by the governor of the state in which they serve in the National Guard or by the President of the United States;
  - The employee received a certificate of satisfactory service in the National Guard;
  - The employee is still qualified to perform the duties of the position;
  - If the employee left a full-time position, they applied for reemployment within 40 days of being released from service, or if the employee left part-time employment, they applied for reemployment within five days of being released from service; and
  - The employee's position was not temporary.

For one year following reemployment, the Company will not terminate the employee without cause. The Company will not discriminate against individuals because they are members of the military or naval services of California or the federal reserve component of the United States Armed Forces. If the proper authority calls upon an employee to perform military service or duty or attend a military encampment or place of drill or instruction, the Company will not hinder or prevent the employee from performing that service.

To request leave based on military service or for more information on military leave rights and requirements, contact the People Team at [people@sagesure.com](mailto:people@sagesure.com).

## **BACK TO TOP**



## **Family Military Leave**

### **Purpose**

To provide a leave of absence for an employee who is the spouse (or registered domestic partner) of a qualified member of the United States Armed Forces, National Guard or Reserves in accordance with applicable law.

### **Eligibility**

To be eligible for a Military Spouse Leave, an employee must be (1) regularly scheduled to work, an average of twenty (20) hours per week and (2) the spouse (or registered domestic partner) of a “qualified member” of the United States Armed Forces, National Guard or Reserves, who is on leave from deployment during a “period of military conflict.”

### **Duration of Leave**

Eligible Employees may take up to ten (10) days unpaid leave. Employees may utilize accrued vacation during the leave.

### **Procedure for Requesting Military Spouse/Registered Domestic Partner Leave**

An eligible employee must (i) notify their supervisor and the People Team in writing of the intent to take a Military Spouse Leave within two (2) business days of being notified that their spouse (or registered domestic partner) will be on leave from deployment and (ii) provide their supervisor with written documentation certifying that the employee’s spouse (or registered domestic partner) will be on leave from deployment during the period the employee is requesting leave.

Any request to extend the leave beyond ten days must be approved by the employee’s supervisor and the People Team and will be treated as a request for planned vacation and must be approved by the employee’s supervisor. Approval of requests to extend the leave beyond ten days will be subject to the Company’s ability to provide alternative coverage and/or its operational needs.

### **Definitions**

Qualified Member – means (i) a member of the United States Armed Forces who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (ii) a member of the National Guard or Reserves who has been deployed anywhere during a “period of military conflict.”

Period of Military Conflict – means either a period of war declared by the United States Congress or a period of deployment for which a member of a reserve component of the military is ordered to active duty either by the Governor or the President of the United States.

### **Miscellaneous**

### **[BACK TO TOP](#)**



This policy is intended to comply with and will be interpreted in accordance with California Military & Veterans Code §395.10 and all applicable regulations. To the extent this policy may conflict with such laws and regulations, those laws and regulations will control.

## **Organ and Bone Marrow Donation Leave**

The Company shall grant to an eligible employee the following paid leaves of absence to assist with organ or bone marrow donation:

- A leave of absence not exceeding thirty business days for an employee who is an organ donor in any one-year period, for the purpose of donating their organ to another person. Additionally, if needed, an eligible employee may be entitled to an additional 30 days of unpaid leave in any one-year period.
- A leave of absence not exceeding five business days to an employee who is a bone marrow donor in any one-year period, for the purpose of donating their bone marrow to another person.
- To receive a leave of absence pursuant to this policy an employee must be employed by the company for at least ninety (90) days and an employee shall provide written verification to the People Team that they are an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.
- Any period during which an employee is required to be absent from their position because of being an organ or bone marrow donor will not be considered a break in their continuous service for the purpose of their right to salary adjustments, PTO, annual leave, or seniority. During any period that an employee takes leave under this policy, the Company will maintain and pay for coverage under any group health plan, for the full duration of the leave.
- The Company may require as a condition of an employee's initial receipt of bone marrow or organ donation leave that the employee take up to five days of earned but unused sick or vacation leave for bone marrow donation and up to two weeks of earned but unused sick or vacation leave for organ donation.
- Notwithstanding existing law, bone marrow and organ donation leave shall not be taken concurrently with any leave taken pursuant to the federal Family and Medical Leave Act or the California Family Rights Act.
- Leave provided pursuant to this section may be taken in one or more periods.
- Upon expiration of a leave authorized by this policy, the Company will restore the employee to the position held by them when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. The Company may decline to restore an employee as required in this section because of conditions unrelated to the exercise of rights under this part by the employee.

### **[BACK TO TOP](#)**





## Time Off for Literacy Assistance

The Company provides reasonable accommodation and assistance to an employee who reveals a literacy problem and requests assistance to enroll in an adult literacy education program unless doing so will result in an undue hardship to the company's business operations. Examples of assistance include providing employees with the location of local literacy programs and arranging for jobsite visits by literacy education providers.

Employees who wish to self-identify as an individual with a literacy problem and request an accommodation should contact their People Team representative or [benefits@sagesure.com](mailto:benefits@sagesure.com). The Company will take reasonable steps to safeguard the privacy of any employee who self-identifies. In addition, employees who are performing satisfactorily will not be subject to termination of employment because they have disclosed literacy problems.

While the Company encourages employees to improve their literacy skills, the Company will not reimburse employees for the costs incurred in attending a literacy program. Time off to attend literacy programs may be provided as reasonable accommodation unless doing so will result in an undue hardship. However, if time off is provided, the time off may be unpaid. If time off is unpaid, employees wishing to take such leave may utilize their existing vacation time or other accrued paid time off.

## Unpaid Family School Partnership Leave

The Company encourages its employees to be involved in the education of their children. Parents, guardians, stepparents, foster parents, grandparents, or a person who stands in loco parentis of school age children (K-12), or children who attend a licensed day care provider, are eligible for up to forty (40) hours of unpaid leave each school year, not to exceed eight hours in any calendar month of the year, to participate in school-related activities of their children, provided the following criteria are met.

The time off must be to find, enroll, or reenroll the child in a school or with a licensed childcare provider, or to participate in activities of the school or licensed childcare provider.

The time off may also be for the purposes of addressing a childcare provider or school emergency. An emergency means that an employee's child cannot remain in a school or with a child care provider due to one of the following: (a) the school or child care provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or child care provider; (b) behavioral or discipline problems; (c) closure or unexpected unavailability of the school or child care provider, excluding planned holidays; (d) a natural disaster, including but not limited to fire, earthquake or flood.

The employee must personally notify his/her supervisor and the People Team as soon as the employee learns of the need for the planned absence. Employees will be denied time off if they do not provide adequate notice. The Company may require verification of the school-related activity on a specific date and at a particular time. Employees are requested to schedule individually scheduled activities, such as parent/teacher conferences, during non-work hours. Employees who request leave for unauthorized purposes will be subject to discipline, up to and including termination.

### [BACK TO TOP](#)



- An employee taking time off under this policy must use existing accrued paid time off for the purposes of the absence. If no accrued paid time is available, the employee may use time off without pay to the extent made available by the Company.
- If more than one parent of a child is employed by the company at the same worksite, the leave entitlement will be granted to the parent who first gives notice to the Company.

### **School Appearances Involving Suspension**

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert their supervisor as soon as possible before leaving work. In agreement with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

**[BACK TO TOP](#)**



**SageSure Employee Handbook – Effective August 3, 2023**

The information contained in this document is proprietary, confidential and/or otherwise sensitive in nature. Any unauthorized dissemination, copying, or use of this document or its contents is strictly prohibited.

## COLORADO SUPPLEMENT – FOR COLORADO EMPLOYEES ONLY

To our Colorado employees: please note that wherever Colorado law provides for or offers greater protections to our employees, Colorado law will govern. Please contact a member of the People Team if you have any questions about any policies in this 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 employees from harassment, which is set forth in our Employee Handbook.

Under this program, any employee 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 such 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 the People Team or SageSure's toll-free Ethics Reporting Hotline at 1-844-857-9750 or [www.sagesure.ethicspoint.com](http://www.sagesure.ethicspoint.com) 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 because of a protected class.

### Family Care Act Leave

Employees who are eligible for leave under the federal Family and Medical Leave Act (FMLA) and who are in registered domestic partnerships or civil unions may take leave in accordance with the FMLA to care for their domestic or civil union partners with a serious health condition. A serious health condition has the same meaning as reflected in the Company's Family and Medical Leave policy.

Employees seeking leave under this policy must comply with the eligibility, notice, certification and other requirements set forth in the Family and Medical Leave policy contained in the National Handbook and will be required to provide reasonable documentation of a family relationship.

Where applicable, Family Care Act leave and FMLA leave will run concurrently.

For further information or to request leave under this policy, contact the People Team at [people@sagesure.com](mailto:people@sagesure.com) or [benefits@sagesure.com](mailto:benefits@sagesure.com).

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

This policy, in partnership with the Company's Paid Time Off ("PTO") policy and Flexible Time Off (FTO) policy, is intended to ensure that all eligible employees who work in Colorado will receive and be

#### [BACK TO TOP](#)



permitted to use PTO and Paid Sick and Safe Leave (PSSL) in accordance with the Colorado Healthy Families and Workplaces Act ("HFWA").

#### **Accrual for Employees Not Eligible for PTO**

Employees not eligible for PTO will accrue one hour of Sick Leave for every 30 hours worked up to a maximum of 48 hours annually. Employees may use up to 48 hours of Sick Leave per year. Employees may carry over up to 48 hours of unused Sick Leave to the next calendar year. However, annual use is still limited to 48 hours. Sick Leave begins accruing on January 1, 2021, or the employee's date of hire if later.

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

Employees may use PTO, FTO or Sick Leave to:

- When a mental or physical illness, injury or health condition prevents the employee 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 employee or employee's family member;
- To obtain preventive medical care for the employee or employee'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 employee 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;

#### **[BACK TO TOP](#)**



- 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 employee'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 employee's place of business; or
  - The school or place of care for the employee's child and the employee needs to be absent from work to care for their child.

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

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

If the need for PTO, FTO, or PSSSL is foreseeable, an employee should provide advance notice to his/her supervisor. If the need is unforeseeable, an employee shall provide notice of the need as soon as practicable. The Company may request documentation to support the reason for leave in the case of PTO, FTO or Sick Leave lasting four days or more. PTO, FTO and Sick Leave can be used in hourly increments.

It is the Company's intent, to the maximum extent allowed by law, to utilize a combination of this policy and its PTO and FTO policies to satisfy the HFWA's leave requirements. Together, these policies will afford full-time employees the opportunity to accrue and take PTO or FTO (1) in at least an amount of hours and with pay sufficient to satisfy the HFWA and applicable rules, (2) for all the same purposes covered by the HFWA and applicable rules, and (3) under all the same conditions as under the HFWA and applicable rules. However, additional PTO may not be provided if full-time employees use all of their available PTO for non-HFWA-qualifying reasons, unless Public Health Emergency Leave is required as provided below.

### **Public Health Emergency Leave ("PHEL")**

In addition to the PSSSL described above, covered employees will be eligible to take supplemental PHEL in accordance with the terms below.

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

### **[BACK TO TOP](#)**



- 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 emergency; or
  - A disaster emergency is declared by the governor; or
  - 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, employees will immediately be able to access a one-time supplement of PHEL in addition to whatever amount of PSSSL employees have accrued prior to the declaration of the public health emergency.

Employees who normally work 40 or more hours a week are allowed to take up to 80 hours of total paid leave. Employees who normally work fewer than 40 hours per week are entitled to take paid leave equaling the greater of: (1) the amount of time the employee is scheduled for work or paid leave in the 14-day period after the leave request; or (2) the amount of time the employee actually worked in the 14-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 employee 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;
- An employee is unable to work because the employee 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 an employee'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;

**[BACK TO TOP](#)**



**SageSure Employee Handbook – Effective August 3, 2023**

The information contained in this document is proprietary, confidential and/or otherwise sensitive in nature. Any unauthorized dissemination, copying, or use of this document or its contents is strictly prohibited.

- 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).

### **Confidentiality**

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

### **Separation From Employment**

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

### **Retaliation**

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

### **PTO in Colorado**

The provisions in the PTO Accrual and Accounting, and "Terminating Employment – PTO," Sections in the Employee Handbook do not apply to employees working in Colorado. For Colorado employees, the amount of PTO that can be accrued at any one time cannot exceed 1.5 times the total annual allotment. Once an employee's accrued PTO reaches the capped amount, no further PTO accrues until the balance falls below the cap.

Accrued but unused PTO is not forfeited and will be paid out at termination.

### **Adoption Leave**

Employees who are adoptive parents will be permitted to take leave under the same terms as leave provided to biological parents for the adoption of a child. Requests for additional leave due to the

### **BACK TO TOP**





adoption of an ill child or child with a disability will be considered on the same basis as comparable cases of complications accompanying the birth of a child.

This policy does not apply to adoption by the spouse of a custodial parent or to second-parent adoption.

For further information or to request leave under this policy, contact your People Team representative at [people@sagesure.com](mailto:people@sagesure.com) or [benefits@sagesure.com](mailto:benefits@sagesure.com).

## **Crime Victim Leave**

Employees may take time off from work for the purpose of responding to a subpoena to testify in a criminal proceeding or to participate in the preparation of a criminal proceeding, if:

- The employee is a victim of the crime at issue in the proceeding;
- The employee is the crime victim's spouse, child by birth or adoption, stepchild, parent, stepparent, sibling, legal guardian or significant other (i.e., someone in a family-type living arrangement who would constitute the spouse or partner of the victim if they were married); or
- The victim is deceased or incapacitated, and the employee is the victim's spouse, partner, parent, child, sibling, grandparent, significant other or other lawful representative.

Employees who are in custody for a crime, accused of a crime or otherwise accountable for a crime, are not eligible for time off under this policy.

Leave under this policy will be unpaid except that exempt employees will not incur any reduction in pay for a partial week absence due to witness duty.

## **Colorado Military Leave**

In addition to the military leave rights set forth in the National Handbook, regular full-time and part-time employees who are members of the Colorado National Guard are entitled to an unpaid leave of absence to perform active state service.

Additionally, regular full-time and part-time employees who are members of the Colorado National Guard or United States armed forces reserves may take the equivalent of three weeks of work on their regular work schedule per calendar year for military training with the United States armed forces. During leave for military training, an employee may use any paid leave available to them or may use unpaid leave.

Upon return from active state service or military training, employees will be reinstated to their former position or to a position of like seniority, status and pay, so long as they:

- Had a non-temporary job before taking leave;
- Provide evidence that training or service was satisfactorily completed; and

### **[BACK TO TOP](#)**



- Are still qualified to do the job.

Absence for military service or training will not affect an employee's rights to receive normal vacation, sick leave, bonuses, advancement or other advantages of employment that would otherwise be expected for the employee's particular job.

## **Domestic Violence Victim Leave**

Employees who are victims of domestic violence, including sexual abuse, stalking, sexual assault or any other crime including an act found by a court to be domestic violence, may take up to three working days of unpaid leave time within a 12-month period. Only employees employed with the Company for 12 or more months are eligible for this leave.

Employees may use leave available under this policy to:

- Seek civil protection order to prevent domestic abuse;
- Obtain medical care and/or medical health counseling for the employee or the employee's children to address physical or psychological injuries resulting from the act of domestic abuse, stalking, sexual assault or other crime involving domestic violence;
- Make the employee's home secure from the perpetrator of the crime or seek new housing to escape the perpetrator; or
- Seek legal assistance to address issues arising from the crime and attend and prepare for court-related proceedings arising from the act or crime.

Except in a case of imminent danger, an employee seeking leave from work under this policy must provide the Company with advance notice of the leave. In addition, the Company may require the employee to provide documentation verifying the need for the leave.

Confidentiality of the situation will be maintained to the extent possible.

The Company will not retaliate or tolerate retaliation against any employee who seeks or obtains leave under this policy.

## **Volunteer Firefighters Leave**

Employees who serve as volunteer firefighters may take time off to respond to an emergency summons that occurred prior to the time the employee is scheduled to report to work.

Employees who serve as volunteer firefighters will also be allowed time off to respond to an emergency summons after the employee has begun work, if:

- The Company does not consider the employee to be essential to the daily operations of the employer's daily enterprise;
- The employee previously provided written verification of volunteer status from the fire chief; and

**[BACK TO TOP](#)**



- The emergency is within the response area of the employee's fire department and is of such magnitude that all firefighters must respond.

Employees must provide written verification from the fire chief of the time, date and duration of the employee's response to the emergency.

Time off under this policy will be unpaid except that exempt employees may be paid, as required by law.

Additionally, if an employee who serves as a volunteer firefighter is called to a disaster, the Company's Qualified Volunteers Leave policy may also apply to the absence or leave from work.

## **Qualified Volunteers Leave**

Regular full-time and part-time employees who are qualified volunteers will be allowed time off if called into service by a volunteer organization during a disaster, so long as they provide proof of their status as a qualified volunteer. For purposes of this policy, employees will be considered a qualified volunteer if the:

- Employee is a member of a volunteer organization that enters into a memorandum of understanding with a county sheriff, local government, local emergency planning committee or state agency;
- Volunteer organization is included on the qualified volunteer organization list created and maintained by the Department of Local Affairs;
- Employee is called to service through the volunteer organization under the authority of the county sheriff, local government, local emergency planning committee, or state agency to volunteer in a disaster; and
- Employer receives the appropriate verification from the Colorado Department of Local Affairs that: (a) indicates the volunteer was called to service by a volunteer organization for the purpose of assisting in a disaster; (b) verifies the volunteer reported for service and performed the activities required of them by the volunteer organization; and (c) includes the number of days of service that the volunteer provided.

Leave under this policy will not exceed 15 work days in any calendar year and will be unpaid.

Employees, upon completion of the volunteer emergency service and return to work, will be restored to the same or similar position as they held prior to the leave. Taking leave under this policy will not affect an employee's rights to vacation, sick leave, bonus, advancement or other employment benefits or advantages relating to and normally to be expected for the employee's particular employment.

Employees must return to their employment position as soon as practicable after being relieved from service.

## **[BACK TO TOP](#)**



Leave may be denied if more than 20 percent of the Company's employees on any work day request such leave. Leave may also not be available for essential employees, defined as those employees the Company deems essential to the operation of the Company's daily enterprise, whose absence would likely cause the Company to suffer economic injury, or whose duties include assisting in disaster recovery for the Company.

## **Paid Family and Medical Leave**

In accordance with the Colorado Paid Family and Medical Leave Insurance (FAMLI) Act, eligible employees 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 (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 Employees**

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

### **Contributions**

FAMLI benefits are funded by employee contributions and an employer contribution. Employee contributions are deducted from employee paychecks, and the amount of the contribution depends on the employee's eligible wages. The amount of any deduction taken will be reflected on an employee's pay statement.

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

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

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

### **[BACK TO TOP](#)**



Eligible employees 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 employees with a serious health condition related to pregnancy complications or childbirth complications are entitled to up to an additional four 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 an employee 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:
  - Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands *in loco parentis*, or a person to whom the employee stood *in loco parentis* when the person was a minor;
  - A biological, adoptive or foster parent, stepparent or legal guardian of an employee or the employee's spouse or domestic partner or a person who stood *in loco parentis* when the employee or the employee's spouse or domestic partner was a minor child;
  - A person to whom the employee is legally married under the laws of any state, or the employee's domestic partner;
  - A grandparent, grandchild or sibling (whether a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or
  - As shown by the employee, any other individual with whom the employee 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 an employee'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;

## [BACK TO TOP](#)



- Attending military events or ceremonies;
- Spending time with the military member during a rest and recuperation leave or following return from deployment; or
- Planning final arrangements following the death of the military member.
- **"Safe leave"** means any leave because the employee or the employee's family member is the victim of domestic violence, stalking, or sexual assault or abuse. Safe leave applies if the employee is using the leave from work to protect the employee or the employee's family member by:
  - Seeking a civil protection order to prevent domestic violence;
  - Obtaining medical care or mental health counseling or both for the employee or for the employee's children to address physical or psychological injuries resulting from the act of domestic violence, stalking, or sexual assault or abuse;
  - Making the employee'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
  - 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 FAML I eligibility and the amount of wage replacement benefits is determined by the Division, not the Company. FAML I benefits are calculated by the Division based on the employee'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 FAML I benefits within two (2) weeks of the application being filed.

Employees may use available Company-provided paid time off during their absence from work while their application for FAML I 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 FAML I leave period, to the extent such paid time off was not mutually agreed and acknowledged to be a supplemental benefit to FAML I benefits and/or the use of such paid time off during this period caused the employee to receive more than their average weekly wage.

## Health Benefits

### [BACK TO TOP](#)



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

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

In addition to continuous leave (i.e., a non-recurring, uninterrupted period of leave), eligible employees may take FAMLI leave on an intermittent basis (i.e., taking leave in separate blocks of time due to a single qualifying reason) or on a reduced schedule basis (i.e., reducing the employee'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 employee's available allotment of FAMLI leave. An employee who applies for intermittent or reduced schedule leave will not receive benefits from the Division until they have accumulated at least eight hours of FAMLI leave.

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

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

Employees 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 an employee'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**

Employees 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 30 days prior to the anticipated beginning of FAMLI leave. Applications must be submitted no later than 30 days after the start of FAMLI leave unless the employee establishes good cause and submits the application less than 90 days after the start of leave.

Employees 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 employee's or a family member's serious health condition.

By applying for benefits, an employee consents to the Division sharing with the Company, upon the Company's request, limited information necessary for the Company to coordinate FAMLI benefits with

### **[BACK TO TOP](#)**





other benefits for which the employee 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 employee requesting leave unless disclosure is otherwise required by law.

### **Requesting FAMLI Leave**

Employees must notify the Company of the need for FAMLI leave by notifying [benefits@sagesure.com](mailto:benefits@sagesure.com). Employees must specify the anticipated starting time, duration, and if applicable, frequency of the leave. For employees taking intermittent leave, these scheduling and notice requirements apply to each absence.

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

Employees on approved FAMLI leave must notify the Division within 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 an employee to provide certification of the employee's fitness for duty prior to returning to work from a FAMLI-approved absence.

An employee who has been employed with the Company for at least 180 days prior to the start 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 if:

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

### **[BACK TO TOP](#)**



- The employee's position is eliminated due to legitimate downsizing or reorganization;
- The employee can no longer perform the essential functions of their job following the leave period. However, an employee may be eligible to request reasonable accommodation under the Americans with Disabilities Act (ADA) or other applicable state or federal law;
- The Division has decided that the employee applied for or was approved for FAMLI leave insurance benefits based on a fraudulent certification;
- The employee 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
- The employee 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 (Fed-FMLA) and the Colorado Family Care Act (FCA) if the leave qualifies under each respective law.

FAMLI leave will also run 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 a Company-provided disability plan or paid family and medical leave benefit. In no case will the combined pay an eligible employee 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 employee'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 employees 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, employees 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 employee 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**

Employees 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 file for, request or use leave in accordance the FAMLI Act; file a

[BACK TO TOP](#)



complaint or institute a proceeding related to the FMLI Act or communicate to the Company an intent to do so; testify or provide information in an inquiry or proceeding related to the FMLI Act; inform another person about an alleged violation of the FMLI Act or of their FMLI Act rights; or otherwise exercise their rights under the FMLI Act. If an employee believes that their FMLI rights have been violated in any way, they should immediately report the matter to Human Resources.

Employees may also contact [benefits@sagesure.com](mailto:benefits@sagesure.com) with questions regarding FMLI leave or benefits.

## **Lactation Break**

Colorado employees who are breastfeeding will be provided reasonable break times to express breast milk for up to two years after the child's birth. If possible, the break time should be taken concurrently with other break periods already provided. If this time does not run concurrently with normally scheduled rest periods, employees should clock out for this time and such time will be unpaid. The Company will make a reasonable effort to provide the employee with the use of a private room, or other location in close proximity to the employee's work area for the employee to express milk in private.

## **Meal and Rest Periods**

### **Meal Periods**

Non-exempt employees who work five (5) or more hours in a day are entitled to take a 30-minute duty-free unpaid meal period. Employees are completely relieved of their job responsibilities during their meal periods. For this reason, unless there is a valid written agreement for an on-duty meal period, employees must clock in and out for their meal periods or record the beginning and ending time of the meal period on their timesheet every day. Employees may be required to sign a certification providing, among other things, that they have taken all of their daily meal periods during the pertinent pay period.

No manager or supervisor is authorized to instruct an employee to forego a meal period. Employees should immediately report a manager's or supervisor's instruction to skip a meal period to the People Team.

### **Rest Periods**

The Company provides non-exempt employees with the opportunity to take a 10-minute paid rest period for every four (4) hours worked (or major fraction thereof), which should be taken as close as practicable to the middle of each four-hour work period. No work should be performed during a rest period. Employees are expected to schedule their rest periods at their own discretion under these guidelines unless instructed otherwise by a supervisor. Rest periods may not be combined with meal periods.

Rest periods are counted as hours worked, and thus, employees are not required to clock in or out for their rest periods. Rest periods may not be waived to shorten the workday or be accumulated for any other purpose. Employees may be required to sign a certification providing, among other things, that all rest periods during the pertinent pay period were taken. More details regarding rest period entitlement are included in the Colorado Overtime and Minimum Pay Standards ("COMPS") poster provided with this Supplement.

## **BACK TO TOP**



## Overtime

Overtime Rate: non-exempt employees will be paid time and one-half of the regular rate of pay for any work in excess of:

- Forty (40) hours per work week;
- Twelve (12) hours per workday, or
- Twelve (12) consecutive hours without regard to the starting and ending time of the workday (excluding duty-free meal periods), whichever calculation results in the greater payment of wages.

## Colorado Overtime and Minimum Pay Standards Order

The Company is providing a copy of the Colorado Overtime and Minimum Pay Standards Order (“COMPS”) with this Colorado State Supplement. By signing the Employee Handbook, employees are also acknowledging receipt of the COMPS poster included below. As COMPS is revised, updated posters will be posted and/or distributed as required by applicable law.

Please reach out to the People Team with any questions.

[BACK TO TOP](#)



**SageSure Employee Handbook – Effective August 3, 2023**

The information contained in this document is proprietary, confidential and/or otherwise sensitive in nature. Any unauthorized dissemination, copying, or use of this document or its contents is strictly prohibited.

## 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](https://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 docking/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](https://coloradolaborlaw.gov), [cdle\\_labor\\_standards@state.co.us](mailto:cdle_labor_standards@state.co.us), 303-318-8441 / 888-390-7936

## Final Paycheck

If an employee voluntarily resigns, all wages and accrued and unused vacation will be paid at the time of the employee's next regularly scheduled pay day. If an employee is terminated, all wages and accrued vacation will be paid immediately upon termination, unless the Company's accounting unit is not scheduled to be working at the time of the separation. If the accounting unit is onsite, payment will be made within six (6) hours of the start of its operation. If the accounting unit is offsite, payment will be made within twenty-four hours of the start of its operation.

## BACK TO TOP



### SageSure Employee Handbook – Effective August 3, 2023

The information contained in this document is proprietary, confidential and/or otherwise sensitive in nature. Any unauthorized dissemination, copying, or use of this document or its contents is strictly prohibited.

## CONNECTICUT STATE SUPPLEMENT – FOR CONNECTICUT EMPLOYEES ONLY

To our Connecticut employees: please note that wherever Connecticut law provides for or offers greater protections to our employees, Connecticut law will govern. Please contact a member of the People Team if you have any questions about any policies in this Supplement.

### Equal Employment Opportunity

As set forth in the Employee Handbook, the Company is committed to equal employment opportunity. We comply with Connecticut law, which prohibits discrimination and harassment against any employee, intern or applicant for employment based on race (including traits historically associated with race, such as hair texture and protective hairstyles (e.g., wigs, headwraps, braids, cornrows, locs, twists, Bantu knots, afros and afro puffs)), 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 on these characteristics or any other characteristic protected by applicable federal, state or local law.

The Company also complies with the Connecticut law prohibiting sexual harassment of interns and individuals seeking an internship.

### Sexual and Other Unlawful 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 employee, 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 employees (regardless of position), applicants, interns, temporary workers, vendors, contractors and any other third party involved in Company operations.

All employees are expected to comply with the Company's Sexual and Other Unlawful Harassment policy which is included in this Employee Handbook. While the Sexual and Other Unlawful 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.

### [BACK TO TOP](#)





Any employee 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 this Employee Handbook, any employee 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; and Connecticut Toll Free 1(800) 477-5737.

Connecticut law requires that a complaint be filed with the CHRO within 180 days of the date when the alleged harassment occurred, if it occurred prior to October 1, 2019, and within 300 days of the alleged harassment, if it occurred on or after October 1, 2019. Remedies for sexual harassment can include:

- Cease and desist orders;
- Back pay;
- Compensatory damages;
- Emotional distress damages; and
- Hiring, promotion or reinstatement.

Employees 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://portal.ct.gov/CHRO/Sexual-Harassment-Prevention-Training/Pages/Sexual-Harassment-Prevention-Resources>.

## **Connecticut Family and Medical Leave**

The Company recognizes that employees 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 employees in accordance with the requirements of the federal Family and Medical Leave Act (Fed-FMLA) and the Connecticut Family and Medical Leave Act (CTFMLA). When both the Fed-FMLA and CTFMLA apply, the leave provided by each will count against the employee's entitlement under both laws and must be taken concurrently. An employee who is eligible for leave under only one of these laws will receive benefits in accordance with that law only.

The following policy addresses employee rights under the CTFMLA. Employees should refer to the Company's FMLA policy for additional details regarding the Fed-FMLA. All questions concerning this policy should be directed to the People Team at [peopl@sagesure.com](mailto:peopl@sagesure.com).

### **Employee Eligibility**

#### **BACK TO TOP**





To be eligible for leave under the CTFMLA, employees must have been employed by the Company in the state of Connecticut for at least three consecutive months (i.e., 13 weeks) immediately preceding the request for leave.

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

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

- To bond with a child 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 employee'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 Fed-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 an employee uses their CTFMLA leave. Under this method, the 12-month period is measured backward from the day the employee 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 employee experiences a serious health condition that results in incapacity during pregnancy.

Eligible employees may also take CTFMLA leave when they are absent from work to care for a spouse, child, 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").

Employees 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 employee's first day of leave taken to care for a covered armed forces member and ends 12 months after that first day of leave.

If both spouses 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 for adoption or foster care of a child 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

### **BACK TO TOP**



number of workweeks of leave to which both are 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 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 an employee to temporarily transfer during a period of intermittent or reduced schedule leave to an available alternative position for which the employee is qualified and which better accommodates the recurring periods of leave than the employee's regular position.

### **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 an employee's spouse, sibling, child, grandparent, grandchild or parent, or an individual related to the employee by blood or affinity whose close association the employee shows to be the equivalent of those family relationships, 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 of a minor child or foster care of a child 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 their spouse (including a same-sex spouse or out-of-state civil union or domestic partner), parent, child, 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, siblings, 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 employee 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 employee or an eligible employee's spouse, an individual standing

### **[BACK TO TOP](#)**



to an eligible employee, or an individual who stood in loco parentis to the eligible employee when the employee 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 the biological brother, biological sister, half-brother, half-sister, stepbrother, stepsister, adopted brother, adopted sister, foster brother, foster sister, brother-in-law or sister-in-law of the eligible employee or the eligible employee's spouse.
- "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 employee stood in loco parentis when the individual was a child.
- "Spouse" means a person to whom one is legally married.

### **Requesting Leave**

Employees should contact the People Team at [benefits@sagesure.com](mailto:benefits@sagesure.com) as soon as they become aware of the need for CTFMLA leave.

If the need for Bonding Leave is foreseeable, the employee 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 employee 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 employee 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 employee or family member. Certification forms for this purpose may be obtained from the People Team at [benefits@sagesure.com](mailto:benefits@sagesure.com). Employees must provide a copy of the completed certification form to [benefits@sagesure.com](mailto:benefits@sagesure.com) within fifteen (15) calendar days of the Company's request. 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 an employee's own serious health condition or the serious health condition of an employee's family member. Employees are expected to cooperate with the Company in obtaining additional medical opinions that the Company may require.

### **Health Benefits**

#### **[BACK TO TOP](#)**



No loss of service credit with the Company will occur as a result of leave under the Fed-FMLA or the CTFMLA, but an employee 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 Fed-FMLA and the CTFMLA apply, the leave provided by each will count against the employee'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, employees must use available vacation and other available paid time off concurrently with unpaid CTFMLA leave, although employees will be allowed to retain two weeks of vacation or equivalent paid time off. Employees will also be allowed to use up to two weeks of available accrued sick leave for Bonding Leave or Family Care Leave.

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

For more information about PFML benefits, contact the People Team at [benefits@sagesure.com](mailto:benefits@sagesure.com). Employees 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 leave, the employee will be returned to work at the position of employment held by the employee 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 an employee 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 employee's physical condition if such work is available. An employee has no greater right to continued employment or reinstatement than if the employee 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 employee were not on leave.

We require each employee returning from a leave taken for their own serious health condition to receive certification from a health care provider that the employee can resume work unless the employee is on an intermittent or reduced schedule.

### **Confidentiality**

Documents relating to medical certifications, recertifications or medical histories of employees or employees' 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**

#### **[BACK TO TOP](#)**



An employee who fraudulently obtains CTFMLA leave from the Company is not protected by the CTFMLA's job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against an employee 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 an employee because they request, apply for or use CTFMLA leave for which they are eligible. Employees who believe that their CTFMLA rights have been violated in any way should immediately report the matter to [identify appropriate Company contact, including telephone number or electronic portal]. Employees also have the right to file a complaint with the Connecticut Labor Commissioner alleging a violation of the CTFMLA.

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

In accordance with the Connecticut Paid Family and Medical Leave Act (PFMLA) employees 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.

### **Employee Eligibility**

To be eligible for PFML benefits, an employee 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 employee has met eligibility requirements for purposes of PFML benefits.

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

Eligible employees can receive 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 employee'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). Employees 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 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 an employee's eligibility for protected leave under the CTFMLA.

### **BACK TO TOP**



Employees 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.

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

The PFMLA does not provide eligible employees with job protection beyond that which the employee is entitled under the CTFMLA, the law protecting employees who are victims of family violence or other applicable state or federal law. Employees should consult the Company's Connecticut Family and Medical Leave and Family Violence Victim Leave policies or contact [benefits@sagesure.com](mailto:benefits@sagesure.com) for additional information about available leave.

For purposes of this policy, a "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.

"Family member" means a spouse, sibling, daughter or son, grandparent, grandchild or parent, or an individual related to the employee by blood or affinity, and whose close association the employee shows to be the equivalent of those family relationships.

**Wage Replacement Benefits**

Eligible employees can seek wage replacement benefits through the PFML benefits program. The PFML wage replacement benefits are calculated by the PLA, not the Company, in accordance with the following:

Eligible Employee's Base Weekly Earnings	Eligible Employee's PFML Benefit Rate
Base weekly earnings are less than or equal to the Connecticut minimum wage multiplied by 40	95% of the eligible employee's base weekly earnings, less any offsets

[\*\*BACK TO TOP\*\*](#)



Eligible Employee's Base Weekly Earnings	Eligible Employee's PFML Benefit Rate
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 employee'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 by Electronic Funds Transfer or Stored Value Card. Paper checks will not be issued. There is no waiting period to receive the benefits once approved.

Employees 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.

### Payroll Deductions

PFML benefits are funded by employee contributions to the Connecticut Paid Leave Trust Fund. Employee 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 employee's base weekly earnings (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 an employee's pay statement.

### Requesting Benefits

Employees seeking to use PFML benefits must provide notice to the Company and to the PLA. Employees 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 employee has good cause for the delay.

Among other things, the PLA requires that employees provide an Employment Verification Form (EVF) to their employers. Employees seeking PFML benefits can submit the EVF to [benefits@sagesure.com](mailto:benefits@sagesure.com). The Company will submit the completed EVF to the PLA within 10 calendar days after receiving the EVF from the employee.

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

### [BACK TO TOP](#)





## Protected Rights

The Company takes its CTFMLA obligations, family violence victim leave obligations and employee 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 an employee because they request, apply for or use CTFMLA leave for which they are eligible. Employees who believe that their CTFMLA or PFMLA rights have been violated in any way should immediately report the matter to the People Team at [people@sagesure.com](mailto:people@sagesure.com). Employees also have the right to file a complaint with the Connecticut Labor Commissioner alleging a violation of the CTFMLA.

Employees may also contact [benefits@sagesure.com](mailto:benefits@sagesure.com) with questions regarding CTFMLA leave, leave for victims of family violence or PFML Benefits.

## Connecticut Paid Sick Leave (Accrual Method)

The Company provides eligible employees with sick leave pursuant to Connecticut's Paid Sick Leave Law (PSLL).

### Eligibility

All non-seasonal employees who work in Connecticut for the Company are eligible to receive sick leave under this policy.

### Accrual and Carryover of Leave

Employees begin to accrue sick leave on their first calendar day of employment with the Company or their date of eligibility under the PSLL, whichever is later.

Sick leave accrues at a rate of one hour for every 30 hours worked, up to a maximum of 40 hours in a calendar year.

Employees accrue sick leave based on all hours worked, including overtime.

Employees may carry over up to 40 hours of accrued but unused sick leave from one calendar year to the next. The Company does not pay out any unused sick leave at year-end in lieu of carryover.

Employees will be able to determine the amount of sick leave available for use by reviewing their paystubs.

### Using Leave

Employees may use sick leave as it is accrued.

Employees may use a maximum of 40 hours of sick leave per calendar year.

Employees must use sick leave in one-hour increments, to cover all or part of a workday.

## [BACK TO TOP](#)



Employees are not required to search for or find a replacement worker to cover the period during which they use sick leave.

### **Covered Reasons for Use**

Sick leave may be used only during times when an employee cannot work for the following reasons:

- The employee's mental or physical illness, injury or health condition; need to seek medical diagnosis, care or treatment for the illness, injury or health condition; need for preventative medical care; or mental health wellness day (to attend to the employee's emotional and psychological well-being in lieu of attending a regularly scheduled shift).
- 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 preventative medical care.
- Closure of the Company's place of business by order of a public official due to a public health emergency.
- Closure of a family member's school or place of care by order of a public official due to a public health emergency.
- For a determination by a health authority having jurisdiction, the Company, an employer of a family member or a health care provider, that such employee or family member poses a risk to the health of others due to such employee's or family member's exposure to a communicable illness, whether or not the employee or family member contracted the communicable illness.
- Absences due to family violence or sexual assault of an employee or the employee's child or the employee's family member in order to:
  - Obtain medical care or psychological or other counseling for physical or psychological injury or disability;
  - Obtain services from a victim services organization;
  - Relocate due to such family violence or sexual assault; or
  - Participate in any civil or criminal proceedings related to or resulting from such family violence or sexual assault.

For purposes of this policy, "family member" means the employee's:

- Spouse;
- Registered domestic partner;
- Child (including a biological, adopted or foster child, stepchild, legal ward, a child of an employee standing in loco parentis, or an individual to whom the employee stood in loco parentis when the individual was a child);

### **[BACK TO TOP](#)**



- Parent (including a biological, foster or adoptive parent, stepparent, parent-in-law, legal guardian of an employee or an employee's spouse, an individual standing in loco parentis to an employee, or an individual who stood in loco parentis to the employee when the employee was a child);
- Sibling (including by blood, marriage, adoption, or foster care placement);
- Grandchild (by blood, marriage, adoption or foster care);
- Grandparent; or
- An individual related to the employee by blood or affinity whose close association with the employee is equivalent to a family relationship.

### **Notice Required**

If the need to use sick leave is foreseeable, such as for prescheduled medical appointments and court dates in family violence cases, employees should provide reasonable advance notice of an absence from work to their direct supervisor or manager. If the need to use sick leave is unforeseeable, employees should provide notice as soon as practicable to their direct supervisor or manager. Employees may provide notice by calling or sending a text or email.

When notifying the Company of the need to use sick leave, an employee should include the anticipated duration of the absence, when possible.

In all circumstances, employees are responsible for specifying that the time off is for sick leave reasons (as opposed to, for example, vacation), so that the absence may be designated as a sick leave absence.

According to the Company's timekeeping policies, employees should record their use of sick leave in the timekeeping system either before their absence or upon their return to work.

### **Verification of Absence**

In general, the Company will not require documentation or certification as proof or in support of sick leave unless permitted under another applicable law including, but not limited to, the federal Family and Medical Leave Act (Fed-FMLA) or the Americans with Disabilities Act (ADA).

### **Discipline for Unprotected Use of Leave**

Discipline, up to and including termination, may be taken against an employee who:

- Uses sick leave for a purpose not covered by, or in a manner not consistent with, the PSLL; or
- Violates this policy's requirements concerning requesting, using, and/or recording use of sick leave.

### **Rate of Pay**

The rate of pay for sick leave will be calculated in accordance with applicable law.

### **[BACK TO TOP](#)**



## **Separation from Employment**

The Company does not pay employees for unused sick leave at any time, including upon separation from employment for any reason.

## **No Discrimination or Retaliation**

As long as the use of sick leave complies with the requirements of this policy and the PSL, the Company will not count employees' use of sick leave as an absence or "occurrence" under any Company attendance policy. Therefore, any such use of sick leave will not lead to or result in discipline, demotion, suspension or termination.

The Company will not retaliate or discriminate against any employee for requesting or using sick leave for authorized circumstances; 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 sick and safe time or mandatory paid leave law; or informing any person of their potential rights under the law.

## **Additional Information**

Employees who have questions about this policy should contact the People Team at [people@sagesure.com](mailto:people@sagesure.com).

## **Meal Breaks**

Employees 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 employees. All nonexempt employees must record their meal breaks.

Employees 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 the People Team at [people@sagesure.com](mailto:people@sagesure.com).

## **Electronic Monitoring**

Employees should recognize that their work activities and communications may be subject to electronic monitoring. "Electronic monitoring" is defined as "the collection of information on an employer's premises concerning employees' activities or communications by any means other than direct observation, including the use of a computer, telephone, wire, radio, camera, electromagnetic, photoelectronic or photo-optical systems, but not including the collection of information for security purposes in common areas of the employer's premises which are held out for use by the public, or which is prohibited under state or federal law."

## **[BACK TO TOP](#)**



Employees may be subject to electronic monitoring or recording (including sound, voice or video devices) while on the Company's premises, except that employees will not be subject to any such monitoring or recording in areas designed for the health or personal comfort of the employees or for safeguarding of their possessions, such as rest rooms, locker rooms or lounges.

Employees should understand that their activities involving Company computer equipment and computer and/or electronic documents, data and communications, including e-mail and internet usage, are subject to being monitored, recorded and reviewed. Employees should be aware that the fact that a document, data or communication has been "deleted" by the employee does not mean that the item cannot be monitored or retrieved and reviewed.

## **Privacy Protection 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.

### **Access to, and Use of, Information or Documents that Contain SSNs**

Only authorized employees of the Company may access information and documents containing SSNs. Authorized employees may access information or documents containing SSNs only on a need-to-know basis and may use such information and documents only for the purpose for which access is permitted.

### **Disclosures of Information or Documents That Contain SSNs**

The Company will disclose documents containing SSNs outside the Company only as permitted or required by law or court order. If the recipient of the document does not have a need to know the SSN, the SSN should be redacted before disclosure. If the recipient of the document does have a need to know the SSN, then the Company, whenever feasible, should obtain the recipient's written agreement to provide adequate protections for the documents containing the SSN. SSNs may not be disclosed to a third-party without the prior approval of the Legal Department or of the Director of Employee Relations & Compliance.

### **Enforcement**

Any employee who becomes aware of or suspects a violation of this policy should inform the Director of Employee Relations & Compliance or the Legal Department immediately. No employee may retaliate against an employee who reports a violation of this policy. Violation of this policy will result in disciplinary action, up to and including termination of employment.

## **BACK TO TOP**



## ILLINOIS STATE SUPPLEMENT – FOR ILLINOIS EMPLOYEES ONLY

The following Supplement supplements the policies contained in the SageSure Insurance Managers, LLC and its subsidiaries (“Company”) Employee Handbook specific to the state of Illinois. Where this Supplement and the policies in the Employee Handbook conflict, this Supplement states the Company’s policy.

The contents of this Supplement are guidelines only. Neither this Supplement nor any other the Company guidelines, policies, or practices create an employment contract. The Company reserves the right to change, correct, modify, or revoke this Supplement or any of its terms at any time with or without notice. Nothing in this Supplement alters the at-will nature of employment. Although other terms, conditions and benefits of employment with the Company may change from time to time, the at-will nature of employment with the Company is one aspect of the employment relationship that cannot be changed by any oral statement or alleged oral statement. It can only be changed pursuant to a written agreement covering employment status as provided in the Employee Handbook.

### Harassment Free Workplace for All Illinois Employees

SageSure prohibits discrimination of any kind based on actual or perceived race, color, religion, sex (including sexual harassment and pregnancy), national origin, age, disability, genetic information, ancestry, marital status, order of protection status, military status, gender identity or expression, sexual orientation, unfavorable discharge from military, citizenship, arrest record, language, expunged or sealed convictions, homelessness, victim status, reproductive health decisions or family responsibilities, or any other protected classification under federal, state, or local law. The law protects all persons, including non-citizens, from unlawful discrimination.

The Company also prohibits retaliation against anyone who opposes a discriminatory practice, files a charge or complaint alleging discrimination, provides information in a Company investigation, or testifies, assists, or participates in an investigation, lawsuit, hearing, or proceeding relating to alleged discrimination. The Company prohibits any discrimination, harassment, or retaliation by any supervisor, manager, co-worker, or third party that comes into contact with employees. An employee who violates these provisions may be subject to discipline, up to and including termination.

The Company requires that all employees annually participate in sexual harassment prevention training.

SageSure hopes that any incident of discrimination, retaliation, or harassment can be resolved through the internal process outlined in the Employee Handbook. However, in Illinois, employees have the right to file formal charges with the Illinois Department of Human Rights (“IDHR”) and/or the United States Equal Employment Opportunity Commission (“EEOC”). A charge with the IDHR must be filed within 300 days of the incident of sexual harassment. A charge with the EEOC must be filed within 300 days of the incident. A charge with the Chicago Commission on Human Relations must be filed within 365 days of the alleged incident.

### Administrative Contacts

Illinois Department of Human Rights

### [BACK TO TOP](#)



SageSure Employee Handbook – Effective August 3, 2023

The information contained in this document is proprietary, confidential and/or otherwise sensitive in nature. Any unauthorized dissemination, copying, or use of this document or its contents is strictly prohibited.

Chicago: 312-814-6200 or 800-662-3942

Chicago TTY: 866-740-3953

Springfield: 217-785-5100

Springfield TTY: 866-740-3953

Marion: 618-993-7463

Marion TTY: 866-740-3953

Illinois Human Rights Commission

Chicago: 312-814-6269

Chicago TTY: 312-814-4760

Springfield: 217-785-4350

Springfield TTY: 217-557-1500

U.S. Equal Employment Opportunity Commission

Chicago: 800-669-4000

Chicago TTY: 800-869-8001

Chicago Commission on Human Relations (CCHR)

Phone: 312.744.4111

TTY: 312.744.1088

Fax: 312.744.1081

SageSure endeavors to maintain an environment free from harassment, discrimination, and retaliation. Employees should feel comfortable reporting complaints or concerns about violations of Company policies or procedures or applicable laws without fear of reprisal. In furtherance of this policy, the Company does not tolerate retaliation against any employee who in good faith makes a complaint or reports concerns about the workplace or provides information or otherwise participates in an investigation or proceeding regarding complaints or concerns about the workplace.

Retaliation means adverse action taken against an employee because the employee makes a complaint or reports concerns—or provides information or otherwise participates in an investigation or proceeding regarding complaints or concerns—regarding workplace discrimination or harassment and/or workplace violations of, or non-compliance with, matters including, but not limited to, applicable federal, state, and local laws, Company policies, or Company procedures. Adverse actions can include, but are not limited to, demotion, denial of promotion, suspension without pay, termination, decrease in salary, other denials of the benefits of employment to employees, and fostering of a hostile work environment. Any employee who engages in retaliation or otherwise violates this policy is subject to disciplinary action, up to and including termination of employment.

## **Harassment Free Workplace for Chicago, Illinois Employees**

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 employees 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

### **[BACK TO TOP](#)**



**SageSure Employee Handbook – Effective August 3, 2023**

The information contained in this document is proprietary, confidential and/or otherwise sensitive in nature. Any unauthorized dissemination, copying, or use of this document or its contents is strictly prohibited.



and twists)), color, religion, sex, national origin, ancestry, age (40 or over), marital status, pregnancy (including childbirth or medical or common conditions related to pregnancy or childbirth, past pregnancy condition and the potential or intention to become pregnant), parental status, physical or mental disability, military status, sexual orientation (actual or perceived), gender identity, unfavorable discharge from military service, lawful source of income, reproductive health decisions or family responsibilities, 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.

In addition to the above noted definition, in Chicago, “sexual harassment” also means sexual misconduct, which is behavior of a sexual nature that also involves coercion, abuse of authority, or misuse of an individual’s employment position.

All employees are required to participate in at least one hour of sexual harassment prevention training and one hour of bystander training on an annual basis. Anyone who supervises or manages employees is required to participate in a minimum of two hours of sexually harassment prevention training, annually.

Any employee 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.

SageSure hopes that any incident of harassment, including but not limited to sexual harassment, can be resolved through the internal process set forth in the Employee Handbook. Like all other Illinois employees, employees based in Chicago have the right to file formal charges, as detailed above.

## **Accommodation for Victims of Domestic, Sexual or Gender Violence or Any Other Crime of Violence**

The Company will provide reasonable accommodations for qualified employees or applicants for employment who are or are perceived to be the victim of domestic, sexual or gender violence (including sexual assault and stalking) or any other crime of violence or who are the family or household member of such a victim, unless providing the accommodation will impose an undue hardship on the Company's business operations.

For purposes of this policy, a "family or household member" includes the following:

- Spouse or civil union partner;
- Parent;
- Grandparent;
- Child;

### **[BACK TO TOP](#)**



- Grandchild;
- Sibling;
- Other person related by blood or by present or prior marriage or civil union;
- Other person who shares a relationship through a child;
- Any other individual whose close association with the employee is the equivalent of a family relationship (as determined by the employee); or
- A person jointly residing in the same household with the employee.

Crimes of violence include homicide, various sex offenses, offenses that cause bodily harm, harassing and obscene communications, terrorism and armed violence.

Reasonable accommodations may include, but are not limited to, the following adjustments to job structure, the workplace or a work requirement in response to actual or threatened domestic, sexual or gender violence or any other crime of violence:

- Transfer;
- Reassignment;
- Modified schedule;
- Leave of absence;
- Changed telephone number;
- Changed seating assignment;
- Installation of a lock;
- Implementation of a safety procedure; and
- Assistance in documenting domestic, sexual or gender violence or any other crime of violence that occurs in the workplace or related settings.

The Company will not discriminate, harass or retaliate against any employee or applicant for employment: (1) because the individual is, or is perceived to be, a victim of domestic, sexual or gender violence or any other crime of violence or requests a reasonable accommodation in accordance with this policy; or (2) when the workplace is disrupted or threatened by the action of a person that the individual states has committed or threatened to commit domestic, sexual or gender violence or any other crime of violence against the individual or the individual's family or household member.

The Company will keep all information pertaining to an employee's request for accommodation confidential, except in cases where an employee requests or consents in writing to disclosure or disclosure is required by federal, state or local law. This includes any statement of the employee or other documentation, record or corroborating evidence and the fact that the employee has requested or obtained accommodation in accordance with this policy.

#### **[BACK TO TOP](#)**



Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact the People Team at [people@sagesure.com](mailto:people@sagesure.com).

## **Pregnancy Accommodation**

Employees and applicants for employment may request 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 (IHRA), reasonable accommodation will be provided unless the accommodation will impose an undue hardship on the company's business operations.

Reasonable accommodations may include but are not limited to: modifications or adjustments to the job application process; 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.

SageSure may request documentation from the employee's health care provider concerning the need for the reasonable accommodation(s) requested, including the following information:

- The medical justification for the requested accommodation(s);
- A description of the reasonable accommodation(s) medically advisable;
- The date the reasonable accommodation(s) became medically advisable; and
- The probable duration of the reasonable accommodation(s).

If leave is provided as a reasonable accommodation, such leave may run concurrently with the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law. For more information, or if you require accommodation, please contact the People Team.

## **Religious Accommodation**

Employees and applicants for employment may request 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 accordance with the Illinois Human Rights Act (IHRA), the Company will provide reasonable accommodation unless such accommodation will impose an undue hardship on the company's business operations.

The Company will not deny employment opportunities or take adverse employment actions against employees or otherwise qualified applicants for employment based on the need to make such

### **[BACK TO TOP](#)**



reasonable accommodations, nor will the Company retaliate against applicants or employees who request accommodations or otherwise exercise their rights under the IHRA. Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their People Team representative at [people@sagesure.com](mailto:people@sagesure.com).

## **Military Leave**

SageSure will not terminate the employment of an employee who is a member of the state military forces of Illinois or any other state because the employee is ordered to authorized training or duty by proper authority. The employee is entitled to return to the same employment held when ordered to training or duty, and may not be subjected to loss of time, efficiency rating, vacation leave, sick leave or any benefit of employment during or because of the absence. The employee, as soon as practicable after release from duty, must give written or actual notice of intent to return to employment.

The Company will also comply with the Illinois Service Member Employment and Reemployment Rights Act (ISERRA) which expands the federal Uniformed Services Employment and Reemployment Rights Act's (USERRA) definition of "military service" to include service in a federally recognized auxiliary of the United States Armed Forces when performing official duties in support of military or civilian authorities is the result of an emergency; service covered by the Illinois State Guard Act; and a period during which service members are absent from employment for medical or dental treatment related to a condition, illness or injury sustained or aggravated during a period of active service and special treatment for performance reviews.

## **Chicago's and Cook County's Paid Sick Leave (PSL) Ordinances**

### **Eligibility**

All employees of the Company are eligible to receive paid sick leave under this policy if they work at least 80 hours in any 120-day period within the geographic boundaries of the City of Chicago within any 120-day period.

### **Definitions**

For purposes of this policy, and where consistent with applicable law:

- "Child" shall include biological, adopted, and foster children, stepchildren, or legal wards of an employee, or children for whom an employee stands "in loco parentis."
- "Eligible family member" shall include an employee's: (1) spouse, (2) child, (3) parent, (4) grandparent, (5) grandchild, (6) sibling, and (7) any individual related by blood or whose close association with the worker is the equivalent of a family relationship.
- "Grandparent" and "grandchild" include relationships resulting from adoption, step relationships, and foster care relationships.
- "Parent" shall include biological, adopted, and foster parents, legal guardians, or stepparents of an employee, or a person who stood "in loco parentis" to an employee as a minor child.

### **BACK TO TOP**



- “Spouse” shall include a spouse under the laws of any state and domestic partners.

Beginning on the first day of employment, eligible employees may accrue PSL at a rate of one hour accrued per 40 hours worked annually, up to an annual accrual cap of 40 hours. Employees will not accrue PSL during any unpaid leave of absence.

### **Use of PSL**

Eligible employees may use accrued PSL beginning after their 30th day of employment. Eligible employees may use PSL to:

- Attend appointments or receive care for the employee’s own physical or mental illness, injury, or medical condition, including conditions requiring home care, professional medical diagnosis or treatment, or preventive care;
- Attend appointments or provide care for an eligible family member’s physical or mental illness, injury, or medical condition, including conditions requiring home care, professional medical diagnosis or care, or preventive care;
- Address the psychological, physical, or legal effects of domestic violence, sexual assault, or stalking involving an employee or a family member;
- Take time off when an employee’s place of business or a child’s school or place of care has been closed by order of a public official due to a public health emergency.

Eligible employees may use PSL during the year in which it is accrued subject to the following limitations: (1) employees who are eligible for FMLA leave may use up to 40 hours of PSL each year, plus up to 20 hours of additional PSL if all 40 hours have been used for FMLA-eligible absences, and (2) employees who are not eligible for FMLA leave may use up to 40 hours of PSL each year.

Eligible employees may carry over accrued but unused PSL to subsequent annual periods as follows: (1) employees who are eligible for FMLA leave may carry over up to 20 hours of accrued but unused PSL, plus up to 40 hours of additional PSL to be used for FMLA-eligible absences, and (2) employees who are not eligible for FMLA leave may carry over up to 20 hours of accrued but unused PSL.

Accrued but unused PSL will not be paid out at the end of each annual period year or upon termination or resignation of employment.

Employees must use PTO in increments of at least two hours.

### **Notice and Documentation of Sick Time**

When the use of PSL is foreseeable, employees must give SageSure at least seven (7) days’ advance notice before taking such sick leave. If an employee’s need for the use of PSL is unforeseeable, the employee must report this need to the Company as soon as is practicable.

### **BACK TO TOP**



If an employee is absent for at least three consecutive workdays, SageSure may request documentation to confirm the employee used the sick-leave benefits for a purpose permitted hereunder.

SageSure will not interfere with, restrain, or deny the exercise of, or the attempt to exercise, the use of PTO for sick leave for the reasons listed above or retaliate against an employee for taking such time. If, however, an employee is committing fraud or abuse by, for example, exhibiting a clear pattern of taking paid sick time just before or after a weekend, vacation, or holiday, then the Company may discipline the employee.

To the extent permitted by law, leave under this policy will run concurrently with leave taken under federal, state, or local law, including leave taken pursuant to the Family and Medical Leave Act.

## **Bereavement**

For full-time employees, SageSure will pay for five days of bereavement leave taken to grieve the loss of an Immediate Family Member, as that term is defined in the Employee Handbook. SageSure will pay for three days of bereavement leave taken to grieve the loss of a Close Family Member, as that term is defined in the Employee Handbook.

Illinois law grants a total of 10 unpaid days of bereavement leave to FMLA-eligible employees. Consequently, employees may supplement their paid days with additional unpaid days, to a maximum of 10 total days of bereavement leave.

In the event of the death of more than one covered family member in a 12-month period, an employee may take up to a total of six weeks of unpaid bereavement leave in the 12-month period.

## **Family Military Leave**

Eligible employees who are the spouse or parent of a person called to serve over 30 days in the military may take up to 30 days of unpaid family military leave during the military service member's deployment.

To be eligible for Illinois Family Military Leave, employees must have been employed by the Company for 12 months and worked 1,250 hours during the 12-month period immediately preceding the start of the leave.

Employees must provide the Company with at least 14-day notice for leave lasting five or more consecutive workdays. For leaves of less than five days, employees must provide the Company with as much notice as possible. Employees must provide certification from the proper military authority to verify eligibility for the leave requested.

## **Blood and Organ Donor Leave**

Upon request, eligible employees will be allowed paid leave to donate an organ or to donate or attempt to donate blood.

### **[BACK TO TOP](#)**



"Eligible employees" are full-time employees who have been employed by the Company for six months or longer and have obtained company approval for the time off.

For blood donation, an eligible employee can use up to one hour of paid leave to donate, or attempt to donate, blood every 56 days.

Employees who attempt to donate blood but are unsuccessful (as determined by the blood bank) will still be charged the blood donor leave.

For organ donation, eligible employees will be allowed up to 10 days of leave in any 12-month period to serve as an organ donor.

Employees will not be required to use accrued or future vacation or sick leave while taking time off to donate blood or an organ.

Employees who have questions regarding this policy or who feel they have been wrongfully charged leave, denied leave or denied pay for leave under this policy should promptly notify their People Team representative at [people@sagesure.com](mailto:people@sagesure.com).

## **Election Judge Leave**

Employees who have been appointed as an election judge will be allowed time off without pay to serve in that capacity. Employees must provide at least 20 days' written notice of the need for leave under this policy.

Leave under this policy will be unpaid, except that exempt employees will receive pay when required under applicable federal or state law.

## **Mandatory Time Off/Day of Rest**

The Company will provide nonexempt, nonsupervisory employees working more than 20 hours per week with at least one day (24 consecutive hours) of rest during every consecutive seven-day period.

## **Meal Breaks**

Employees who are scheduled to work seven and one-half hours or more on a workday are required to take at least a 20-minute meal break no later than five hours after starting work. Employees working in excess of seven and one-half (7½) continuous hours receive one additional 20-minute meal period for every additional four and one-half (4½) continuous hours worked.

## **Lactation Accommodation**

The Company will provide reasonable breaks to accommodate an employee desiring to express breast milk for the employee's infant child, for one year after the child's birth. If possible, nursing mothers should take time to express breast milk during their regular meal and/or rest breaks. If the break time

### **[BACK TO TOP](#)**





cannot run concurrently with the meal and/or rest breaks already provided to the employee, the employee should work with their supervisor regarding scheduling.

The Company will make reasonable efforts to provide employees with the use of a private room in close proximity to the work area, other than a toilet stall, for employees to express milk. Employees should discuss with their supervisor or a People Team representative the location to express and store their breast milk and to make any other arrangements under this policy.

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

**[BACK TO TOP](#)**



## MICHIGAN SUPPLEMENT – FOR MICHIGAN EMPLOYEES ONLY

The following Supplement supplements the policies contained in the SageSure Insurance Managers, LLC and its subsidiaries (“Company”) Employee Handbook specific to the state of Michigan. Where this Supplement and the policies in the Employee Handbook conflict, this Supplement states the Company’s policy.

The contents of this Supplement are guidelines only. Neither this Supplement nor any other the Company guidelines, policies, or practices create an employment contract. The Company reserves the right to change, correct, modify, or revoke this Supplement or any of its terms at any time with or without notice. Nothing in this Supplement alters the at-will nature of employment. Although other terms, conditions, and benefits of employment with the Company may change from time to time, the at-will nature of employment with the Company is one aspect of the employment relationship that cannot be changed by any oral statement or alleged oral statement. It can only be changed pursuant to a written agreement covering employment status as provided in the Employee Handbook.

### Social Security Privacy Act Policy

It is the Company’s policy to protect the confidentiality of Social Security numbers obtained and used in the course of business from its employees and applicants. This policy and procedure applies to all employees.

- **Collection of Numbers:** Social Security numbers will be collected from applicants and employees as required in order to meet federal and/or state reporting requirements. Purposes include: (a) conducting pre-employment background checks; (b) verifying eligibility for employment; (c) withholding federal and state taxes; (d) complying with state new hire reporting; and (e) facilitating enrollment in any company benefit plans.
- **Use of Numbers:** Social Security numbers will not be released to anyone outside the Company, except as required by law. More than 4 sequential digits of a Social Security number will not be included in any document mailed outside the Company, except as required by law. Social Security numbers will not be publicly displayed for any reason. If the Company uses outside firms for payroll, employee benefits and employee management, an employee’s Social Security number will be shared with those providers, as required, in accordance with the laws. These companies require your Social Security number for State of Michigan and IRS reporting, retirement plan account tracking, and insurance benefits, among other requirements.
- **No Social Security number or portion of a Social Security number will be permitted to be used for the following purposes:** (a) identification badges; (b) attendance sheets; (c) time cards; (d) employee rosters; (e) training rosters; (f) company account records; (g) licenses; and (h) agreements or contracts.
- **Social security numbers are not to be used as passwords or identifiers for any Company computer system.** No Social Security number or portion of a Social Security number will be used in open computer transmissions, company distributions or through the Company intranet except where such transmissions of information is by secure connection or is encrypted.

### [BACK TO TOP](#)



- **Storage & Access to Numbers:** All Company documents containing Social Security numbers will be stored in locked, secure areas. All computer applications containing Social Security numbers will be maintained at secured, authorized-access computer stations only. Only employees who have a legitimate business reason will have access to Social Security numbers. Contract or temporary associates are not considered employees and are not eligible to have access to Social Security information.
- **Disposal of Documents:** Any document which displays a social security number is to be shredded upon discard.
- **Policy Violation:** Any violation of this policy will result in discipline up to and including termination of employment.

## **Disability Accommodation**

In addition to the disability accommodation policy in the Employee Handbook, under the Michigan Persons with Disabilities Civil Rights Act, any employee needing accommodation must notify the Company of such need in writing and within 182 days of the date the employee knew or reasonably should have known that accommodation was needed. Failure to notify the Company of this need within 182 days releases the Company from its obligation to accommodate under the Michigan Persons with Disabilities Civil Rights Act.

## **Paid Sick and Safe Leave**

The Company provides eligible employees with paid sick and safe leave in accordance with the requirements of the Michigan Paid Medical Leave Act (PMLA).

### **Eligibility**

Certain nonexempt employees whose primary work location is in Michigan are eligible to accrue paid sick and safe leave.

Eligible employees 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 whose primary work location is not in Michigan;
- 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 employees 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

### **BACK TO TOP**



the employee is reasonably expected to be employed on average at least 30 hours per week because hours are variable or otherwise uncertain;

- Trainee and minor employees 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**

Employees may use paid sick and safe leave for the following reasons:

- The employee's or the employee's family member's mental or physical illness, injury or health condition;
- For the diagnosis, care or treatment of the employee's or the employee's family member's mental or physical illness, injury or health condition;
- For preventive medical care for the employee or the employee's family member;
- The employee or their 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 employee's primary workplace or the employee'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 employee or the employee's family member in the community would jeopardize the health of others because of their exposure to a communicable disease (even if the employee or family member have not actually contracted the disease).

### **BACK TO TOP**



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 employee 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 employee when the employee was a minor child);
- Spouse (i.e., an individual to whom the employee is legally married);
- Sibling (including a biological adopted or foster sibling);
- Grandparent; or
- Grandchild.

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

Eligible employees begin to accrue paid sick and safe leave on their first day of work. 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 employees cannot exceed one hour of leave per week or 40 hours of leave per calendar year. Eligible employees accrue paid sick and safe leave on all hours worked, including overtime hours. Employees do not accrue paid sick and safe leave during paid time off.

Employees may not use accrued paid sick and safe leave until their 90th calendar day after the start of employment. Employees 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**

Employees 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, employees must provide notice to their manager 30 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, employees 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, employees should notify their supervisor and [benefits@sagesure.com](mailto:benefits@sagesure.com)

The Company may require that employees provide documentation verifying that paid sick and safe leave time was used for a covered purpose. Employees are required to provide the requested documentation within three days of the request.

### **[BACK TO TOP](#)**



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 employee or a family member was a victim of domestic violence or sexual assault;
- A court document indicating that the employee 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 employee 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 an employee or the employee's family member will be treated as confidential and not disclosed except to the affected employee or with that employee'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 employee'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.

Employees who separate from employment do not retain accrued, unused leave, even if they are later rehired by the Company.

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

The Company may provide other forms of leave for employees 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.

### **[BACK TO TOP](#)**



## NEW JERSEY SUPPLEMENT – FOR NEW JERSEY EMPLOYEES ONLY

To our New Jersey employees: please note that wherever New Jersey law provides for or offers greater protections to our employees, New Jersey law will govern. Please contact a member of the People Team if you have any questions about any policies in this Supplement.

### New Jersey Family Leave Act Policy

We recognize that employees 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 employees in accordance with the requirements of the New Jersey Family Leave Act (NJFLA) and the federal Family and Medical Leave Act (Fed-FMLA). When both the Fed-FMLA and NJFLA apply, the leave provided by each will count against the employee's entitlement under both laws and must be taken concurrently. An employee who is eligible for leave under only one of these laws will receive benefits in accordance with that law only.

The following policy addresses employee rights under the NJFLA. Employees should refer to the National Handbook for additional details regarding the Fed-FMLA. Questions concerning this policy should be directed to the People Team at [benefits@sagesure.com](mailto:benefits@sagesure.com).

#### Leave Entitlement and Eligibility

Employees 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, employees 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.

Certain highly compensated employees (those earning pay in the top 5% or top seven employees) may be denied leave if necessary to prevent substantial and grievous economic injury to the Company's business. An employee who falls within this category will be advised by the Company of any decision to deny leave and must return to work within 10 working days. This exception does not apply to employees seeking Public Health Emergency Leave.

Eligible employees are entitled to 12 weeks of unpaid leave in a 24-month period. A 24-month period is determined by a rolling 24-month period measured backward from the date an employee uses NJFLA leave].

When two employees from the same family (e.g., spouses or siblings) request leave at the same time, the Company will allow each employee up to 12 weeks of unpaid leave, as long as the employees are otherwise eligible for leave.

#### Permissible Uses of NJFLA Leave

Eligible employees may take family leave to provide care for the following reasons:

#### [BACK TO TOP](#)





- **Bonding Leave:** The birth of a child (including a child born according to a valid written agreement between the employee and a gestational carrier) or placement of a child for adoption or foster care with the employee;
- **Family Care Leave:** Serious health condition of a covered family member; or
- **Public Health Emergency Leave:** In the event of a Governor-declared state of emergency or when indicated by a public health official, an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease, that:
  - Requires in-home care for or treatment of the employee'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;
  - Prompts a public health authority to issue a determination, including 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 because the presence in the community of a family member in need of care by the employee would jeopardize the health of others; or
  - Results in the recommendation of a health care provider or public health authority that a family member who needs care by the employee voluntarily self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member would jeopardize the health of others.

A covered "family member" includes:

- A child (meaning a biological, adopted or foster child; a resource family child; a stepchild; a legal ward; or a child of a parent, including a child who becomes the child of a parent according to a valid written agreement between the parent and a gestational carrier);
- A parent (meaning a biological, adoptive or foster parent; a resource family parent; a stepparent; a parent-in-law; a legal guardian; a person who has a parent-child relationship with a child or who has sole or joint legal or physical custody, care, guardianship or visitation with a child; or a person who became the parent of a child according to a valid written agreement with a gestational carrier);
- A sibling;
- A grandparent;
- A grandchild;
- A spouse, a domestic partner or a civil union partner; or

[BACK TO TOP](#)



- Any other individual related by blood or marriage to the employee or with whom the employee shows a close association that is the equivalent of a family relationship.

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.

Leave for the birth, adoption or foster care placement of a child must begin within one year after the child's birth, adoption or foster care placement.

When a leave is covered by both the Fed-FMLA and the NJFLA, the leave will simultaneously count as part of the employee's entitlement under both laws. However, a leave granted due to the employee's own serious health condition under the Fed-FMLA is not covered by the NJFLA. As a result, a leave of 12 weeks to care for the employee's own serious health condition under the Fed-FMLA may be followed by an additional 12 weeks of NJFLA leave for the purposes of Bonding Leave, Family Care Leave or Public Health Emergency Leave. This may result in a combined leave period under both laws of up to 24 weeks.

### **Requesting Leave**

Employees requesting leave on a continuous basis must provide at least 30 days' advance notice to the Company before beginning Bonding Leave unless emergent circumstances warrant shorter notice. Employees taking continuous Family Care Leave or Public Health Emergency Leave must provide notice of the leave in a reasonable and practicable manner. In emergency circumstances, employees must provide as much notice as possible.

When taking Bonding Leave or Family Care Leave on an intermittent or reduced schedule basis, employees must provide the Company with at least 15 days' notice prior to the first day of leave, unless not otherwise practicable. When taking Public Health Emergency Leave on an intermittent or reduced schedule basis, the employee must provide notice as soon as practicable.

Employees 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 Bonding Leave or Family Care Leave must be supported by certification issued by a duly licensed or other acceptable health care provider. Where leave is for the birth or placement of a child, the certification need only state the date of birth or placement. If a completed certification is not returned in a timely manner, the leave may be denied. If there is reason to doubt the validity of the certification, the Company 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 the following:

### **BACK TO TOP**



- For leave taken to provide in-home care or treatment of a child due to the closure of the child's school or place of care: the date on which the closure of the school or place of care began and the reason for the closure;
- For leave taken because a public health authority has issued a determination, including 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) because the presence in the community of the covered family member in need of care by the employee would jeopardize the health of others: the date of issuance of the determination and the probable duration of the determination; and
- For leave taken 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: the date of the recommendation, the probable duration of the condition and the medical or other facts within the health care provider or public health authority's knowledge regarding the condition.

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

Employees can elect to take NJFLA leave on a reduced schedule or intermittent basis. However, reduced schedule or intermittent leave may not last longer than 12 months for any one period of leave.

Employees wanting to take leave intermittently or on a reduced schedule basis must make a reasonable effort to schedule leave so as not to unduly disrupt the Company's operations.

If possible, prior to the commencement of intermittent leave, an employee should provide a regular schedule of the days or days of the week on which intermittent leave will be taken.

Family Care Leave may be taken on a reduced schedule or an intermittent basis only when medically necessary.

The Company may require employees on reduced schedule or intermittent leave to temporarily transfer to an available alternative position for which the employee is qualified and that better accommodates a recurring period of leave than does the employee's regular position. The alternative position will have pay and benefits equivalent to the employee's regular position.

### **Compensation and Benefits During Leave**

Leaves of absence under this policy are generally without pay. However, some employees may be eligible for temporary disability benefits or paid leave benefits and should consult the Company's Temporary Disability Benefits and Family Leave Insurance policies. In addition, employees who have accrued paid leave (e.g., sick, vacation or personal time) may use that time during their approved NJFLA leave.

### **[BACK TO TOP](#)**



Employees 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 employee continued in employment and not taken leave.

### **Outside Employment**

Employees may not take a new full-time position while on leave. Employees can take a new part-time job as long as it does not exceed half of the employee's regularly scheduled hours worked for the Company. Employees may also continue full-time or part-time employment they had prior to the leave.

### **Return From Leave**

Employees generally will be restored to their original position or to a position with equivalent pay, benefits and other terms and conditions of employment. However, employees have no greater right to continued employment than if they had not taken the leave.

Reinstatement may be denied if, during the leave, the employee's job would have been terminated or the employee would have been laid off for reasons unrelated to the leave.

Employees wishing to return to work prior to a prearranged end date may do so if the early return would not cause the Company undue hardship.】

### **Retaliation**

The Company will not interfere with, restrain or deny the exercise of any rights provided under this policy. An employee who believes that their NJFLA rights have been violated in any way should immediately report the matter to the People Team at [people@sagesure.com](mailto:people@sagesure.com) or to the Ethics Reporting Hotline at 1-844-857-9750 or [www.sagesure.ethicspoint.com](http://www.sagesure.ethicspoint.com).

## **Compensation from the State – FLI Benefits**

A New Jersey employee who takes bonding or caregiver leave may be eligible for Family Leave Insurance (FLI) benefits from the State. FLI benefits are intended to compensate employees for wage loss experienced while taking these types of family leave. Employees who apply and qualify for FLI benefits are eligible to receive 85% of their average weekly wage (up to a maximum set by the State) for a maximum of 12-weeks when leave is taken on a continuous basis or in intermittent weekly increments (or 56-days when leave is taken in intermittent daily increments) per 12-month period.

During a state of emergency declared by the governor or an indication by a health authority that one is needed, FLI benefits may also be available for up to 12-weeks for leave to care for a family member of the employee due to an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent the spread of the communicable disease, or provide in-home care or treatment of the family member of the employee, as a result of (i) the issuance by a healthcare provider or the commissioner or other public health authority of a determination that the presence in the community of the family member may jeopardize the health of others; and (ii) the

### **BACK TO TOP**



recommendation, direction, or order of the provider or authority that the family member be isolated or quarantined as a result of suspected exposure to a communicable disease.

The following additional eligibility terms apply to FLI benefits:

- Employees may receive FLI benefits for bonding leave taken on a continuous basis or an intermittent basis. Employees may receive FLI benefits for caregiver leave taken on a continuous basis or, when certified as medically necessary, on an intermittent basis.
- Employees must give the Company at least 30-days' notice prior to commencing bonding leave on a continuous basis unless the commencement time of the leave is unforeseeable. Employees intending to take such leave on an intermittent basis must give the Company at least 15 days prior notice unless an unforeseen emergency precludes prior notice.
- Employees must give the Company notice in a reasonable and practicable manner prior to commencing caregiver leave on a continuous basis unless an unforeseen emergency precludes prior notice. Employees intending to take such leave on an intermittent basis must give the Company at least 15 days prior notice unless an unforeseen emergency precludes prior notice.
- Employees apply for FLI benefits from the State by submitting a claim form to the State, which are available from the People Team.
- Eligibility for FLI benefits is determined by the State, not the Company.

Employees who take bonding or caregiver leave under the NJFLA are permitted to, but not required to, apply for FLI benefits from the State. If an employee elects not to apply for FLI benefits when taking bonding or caregiver leave, the Company's normal rules regarding the substitution of paid leave will apply.

An employee may be eligible for FLI benefits from the State even if he/she is not eligible for family leave under the NJFLA.

The Company may require certification from a health care provider supporting the need for FLI.

A separate notice describing employees' rights to FLI benefits is available from the People Team.

## **Domestic or Sexual Violence Victim Leave**

Eligible employees 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 employee or the employee's family member;
- Obtain services from a victim services organization for the employee or the employee's family member;

### **[BACK TO TOP](#)**



- Obtain psychological or other counseling for the employee or the employee's family member;
- Participate in safety planning, temporarily or permanently relocate or take other actions to increase the safety of the employee or the employee'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 employee or the employee'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 an employee's child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic or civil union partner, any other individual related by blood to the employee or any other individual who has a close association with the employee that is the equivalent of a family relationship.

Employees 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, employees 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.

Employees can choose to use any accrued paid time off (PTO) or any available family temporary disability leave benefits 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.

### **Confidentiality**

The Company will maintain the confidentiality of any documentation provided by an employee in support of his/her leave request, and any information regarding a leave taken under this policy and, if applicable, the employee's failure to return to work, unless disclosure is voluntarily authorized in writing by the employee or is required by a federal or state law, rule, or regulation.

Employees are advised that any information they submit to the Company regarding their SAFE Act leave should be directed to the People Team.

### **Discrimination and Retaliation Prohibited**

Discharging, harassing, or otherwise discriminating or retaliating against any employee for exercising his/her rights under the NJ SAFE Act is strictly prohibited. An employee who believes he/she has been

### **[BACK TO TOP](#)**



subjected to any such improper conduct should contact the People Team at [people@sagsure.com](mailto:people@sagsure.com) or to the Ethics Reporting Hotline at 1-844-857-9750 or [www.sagesure.ethicspoint.com](http://www.sagesure.ethicspoint.com) immediately.

### **Conscientious Employee Protection Act “Whistleblower Act”**

In New Jersey an employer may not take retaliatory action against any employee who discloses, threatens to disclose, objects to, or provides information to a governmental body about, any activity that the employee reasonably believes is unlawful, fraudulent, criminal, or incompatible with a clear mandate of public policy. Employees who are aware of any such activity, or who believe they have been subjected to retaliation for disclosing, threatening to disclose, objecting to, or providing any information about any such activity, should immediately report the matter to the People Team or to SageSure’s toll-free Ethics Reporting Hotline at 1-844-857-9750 or [www.sagesure.ethicspoint.com](http://www.sagesure.ethicspoint.com).

**[BACK TO TOP](#)**





## NEW YORK SUPPLEMENT – FOR NEW YORK EMPLOYEES ONLY

To our New York employees: please note that wherever New York law provides for or offers greater protections to our employees, New York law will govern. Please contact a member of the People Team if you have any questions about any policies in this Supplement.

### Equal Employment Opportunity

As set forth in the National Handbook, [insert Company Name] is committed to equal employment opportunity and to compliance with federal antidiscrimination laws. We also comply with New York law, which prohibits discrimination and harassment against any employees, applicants for employment or interns, as well as contractors, subcontractors, vendors, consultants, other individuals providing services in the workplace and their employees, based on race (including traits historically associated with race, such as hair texture and protective hairstyles), color, creed, religion (including attire, clothing or facial hair worn in accordance with religious requirements), sex (including pregnancy, pregnancy outcomes, reproductive healthcare and autonomy, childbirth or related medical conditions and transgender status), gender identity or expression, familial status, national origin, citizenship or immigration status, 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, certain arrest or conviction records and status as a victim of domestic violence. The Company will not tolerate discrimination or harassment based upon an individual's membership in one or more of these protected categories, known relationship or association with a member of one or more of these protected categories, or any other characteristic protected by applicable federal, state or local law.

### Accommodations for Victims of Domestic Violence, Sex Offenses or Stalking (New York City)

The Company will provide reasonable accommodations to employees working in New York City who are victims of domestic violence, sex offenses or stalking, unless providing the accommodation would cause an undue hardship on the Company's business operations.

The Company may request that an employee provide proof that they are a victim of domestic violence, sex offenses or stalking such as documentation from a victim's services agency, lawyer, clergy, medical provider, court or the police.

Human Resources will communicate with the employee and engage in good faith in a cooperative dialogue (written and/or oral) concerning the employee's accommodation needs. At the conclusion of this dialogue, the Company will provide an employee who requested accommodation and participated in the dialogue with a final written determination identifying any accommodation granted or denied.

Employees or applicants for employment who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact the People Team at [benefits@sagesure.com](mailto:benefits@sagesure.com).

### [BACK TO TOP](#)



The Company will not refuse to hire, terminate or discriminate against any employee because the employee is, or is perceived to be, a victim of domestic violence, sex offenses or stalking and will not retaliate against any employee who requests an accommodation in accordance with this policy.

## **Blood Donor Leave**

Employees 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 employees 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 employees.

Except in emergencies, employees 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. Employees must also provide documentation to their supervisor immediately after such leave is taken.

The Company will not retaliate or tolerate retaliation against an employee for requesting or taking blood donor leave.

## **New York State Paid Family Leave**

In accordance with New York's Paid Family Leave Benefits Law (PFLBL), eligible employees are entitled to a leave of absence to care for a family member with a serious health condition, to bond with a new child or to assist with obligations that arise when a spouse, domestic partner, child or parent is called into active military service. Employees are also eligible to receive partial wage replacement benefits during the leave through a state-mandated paid family leave benefits program.

### **Employee Eligibility**

New York employees who work 20 hours or more per week for 26 consecutive workweeks are eligible for paid family leave (PFL) under the PFLBL. Employees who work fewer than 20 hours per week are eligible for PFL after completing 175 days of employment in a 52-week consecutive period.

### **Length of Paid Family Leave**

Eligible employees may take up to a maximum of 12 weeks of PFL in a consecutive 52-week period.

Employees 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:

## **BACK TO TOP**



- 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 with a serious health condition;
- To bond with the employee's child during the first 12 months after the child's birth, adoption or foster care placement; or
- For 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 an employee's spouse, domestic partner, child or parent.

PFL may not be taken for the employee's own disability or health condition.

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; a stepchild; the child of a domestic partner; a legal ward; or someone to whom the eligible employee stands *in loco parentis*, meaning in the place of a parent. A "parent" includes a biological, foster or adoptive parent; a stepparent; a parent-in-law, a parent of a domestic partner, a legal guardian; or an individual who stood *in loco parentis* to the employee when the employee was a child. A "sibling" includes a biological or adopted sibling, a half-sibling or a stepsibling.

Employees taking PFL to care for 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 leave period.

The Company is not required to provide PFL to two employees at the same time to care for the same family member. If time off is provided to both employees, the PFL taken by each employee will be counted towards that employee's PFL entitlement.

### **Intermittent Leave**

Employees can take PFL on an intermittent basis. Employees seeking intermittent leave must notify the Company of the schedule for intermittent leave.

Employees taking PFL in weekly increments will be eligible for the maximum number of weeks of leave in any consecutive 52-week period. Employees can take PFL in daily increments. The number of days of PFL available will be based on the average number of days the employee works per week. For example, an employee who works an average of three days per week will receive the equivalent of three days per week for 12 weeks, up to a maximum of 36 days.

### **Wage Replacement Benefits**

Eligible employees can receive wage replacement benefits through a state-mandated PFL benefits program. PFL benefits are administered by the New York State Insurance Fund.

### **[BACK TO TOP](#)**



The PFL benefit amount is 67% of the employee's average weekly wage or the State's average weekly rate, whichever is lower. The State's average weekly wage is determined and periodically adjusted by the State of New York.

An employee cannot receive both New York state disability benefits and PFL benefits for the same period of time. An eligible employee 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, an employee who is eligible for both disability and PFL benefits cannot receive more than 26 total weeks of disability and PFL benefits combined during the same 52-week period.

### **Payroll Deductions**

PFL benefits are funded by employee contributions made through payroll deductions. The amount of the contribution depends on the employee's average weekly wage. The deduction amount will be adjusted periodically by the State of New York. The amount of any deduction taken will be reflected on an employee's pay statement.

Employees 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 employees who wish to complete such a waiver should contact [benefits@sagesure.com](mailto:benefits@sagesure.com). If, after signing the waiver, an employee's schedule changes such that the employee 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 employee will be required to make PFL contributions, including a retroactive amount that covers contributions since the time of hire.

### **Requesting Leave**

Employees 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 or 30 days' notice is not practicable, employees 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 an employee's receipt of PFL. Employees must advise the Company as soon as practicable if the dates of a scheduled leave change or are extended.

### **Content of Notice of the Need for PFL**

Eligible employees must provide notice to the Company sufficient to make the Company aware of the qualifying event and the anticipated timing and duration of the leave. The employee shall identify the type of PFL when providing such notice to the Company.

### **Employee Documentation**

Eligible employees will need to file a Request for Paid Family Leave form and documentation in support of their PFL request with the Company. A claim form may be obtained from the New York State Paid Family Leave website.

### **BACK TO TOP**



To justify an employee's request for PFL, an employee will be required to present a certification from the health care provider treating the employee's family member or, if the leave is following birth of a child, the health care provider treating the mother of the child. For adoption and foster care, different types of documentation will be needed. If you are taking PFL for a qualifying military event, you will need to present copies of Duty Papers or other supporting documentation. No benefits shall be paid by the carrier until the completed Request for Paid Family Leave, together with any necessary certifications or proof of claim documentation, has been submitted to the carrier.

Employees seeking PFL benefits will also be required to submit a Request for Paid Family Leave Form and required certifications. A claim form may be obtained from the New York State Paid Family Leave website.

Employees 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 employee 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 Form, payment of benefits may be withheld until the information is provided. An employee must request payment for a previously unspecified day of PFL within 30 days of leave.

Employees 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 health care provider for leave to care for a family member with a serious health condition.

### **Benefits**

The Company will continue making contributions to employee group health benefits during the leave on the same terms as if the employee had continued to actively work. This means that if employees want their benefits coverage to continue during 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. Employees 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, employees 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, employees 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**

### **[BACK TO TOP](#)**



Under most circumstances, employees 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. Employees 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**

Employees 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 with, 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 an employee believes that his or her PFLBL rights have been violated in any way, he or she should immediately report the matter to the People Team at [people@sagesure.com](mailto:people@sagesure.com) or to SageSure's toll-free Ethics Reporting Hotline at 1-844-857-9750 or [www.sagesure.ethicspoint.com](http://www.sagesure.ethicspoint.com).

### **Anti-Discrimination and Anti-Harassment**

The Company is committed to providing a work environment that is free of unlawful discrimination and harassment, including sexual harassment. The Company strictly prohibits discrimination and harassment by or against any individuals involved in company operations, including employees (regardless of position), applicants, interns (paid or unpaid), vendors, contractors, sub-contractors, consultants and any other third party involved in company operations.

If such harassment is committed in the workplace by someone not employed by the Company, the reporting and complaint procedure in this policy should still be followed. The workplace includes:

- Actual worksites;
- Remote worksites;
- Any setting in which work-related business is being conducted (whether during or after normal business hours);
- Company-sponsored events;
- Online, virtual and/or electronic interactions with company employees and third parties involved in company operations; and
- Company-owned/controlled property.

### **Sexual Harassment Defined**

### **[BACK TO TOP](#)**



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, calendars, memes, videos, cartoons, graffiti, backgrounds, promotional material, reading materials, posters or websites anywhere in the workplace, including 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 or questions 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

#### **[BACK TO TOP](#)**





act or look, and includes, but is not limited to, remarks or comments regarding an employee's gender expression or requesting that employees 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 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.

### **Other Types of "Discrimination or Harassment" Defined**

Discrimination or harassment on the basis of any legally protected status is prohibited, including discrimination or harassment based on race (including traits historically associated with race, such as hair texture and protective hair styles), creed, color, religion, sex (including pregnancy, childbirth, related medical conditions, or lactation needs), gender identity (actual or perceived), gender expression, transgender status, familial status, national origin or ancestry, citizenship and immigration status, physical or mental disability (including gender dysphoria), genetic information (including predisposing genetic characteristics), age, veteran status, military status, sexual orientation, marital status, certain arrest or conviction records and status as a victim of domestic violence, caregiver status, credit history, unemployment status, partnership status, status as a victim of sex offenses or stalking, height, weight, sexual and reproductive health decisions, any lawful source of income, uniformed service status, or any other legally protected class in accordance with federal, state, and local laws and regulations, including an individual's known relationship or association with a member or members of a protected category.

Prohibited discrimination or harassment may include behavior similar to the illustrations above pertaining to sexual harassment, and includes, but is not limited to:

- Verbal conduct including taunting, jokes, threats, epithets, derogatory comments, or slurs based on an individual's protected status;

### **[BACK TO TOP](#)**



- Visual and/or written conduct including derogatory posters, photographs, calendars, cartoons, drawings, websites, e-mails, text messages, memes, or gestures based on an individual's protected status; and
- Physical conduct including assault, unwanted touching or blocking normal movement because of an individual's protected status.

### **Bystander Observation and Intervention**

Individuals who observe conduct that may violate this policy 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.

### **Protection Against Retaliation**

Retaliation is prohibited against any person covered by this policy who, in good faith:

- Makes a complaint of discrimination or harassment, either internally or with a government agency, using the complaint procedures described below;
- Objects to, opposes or speaks out against discrimination or harassment;
- Participates in a discrimination or harassment investigation;
- Encourages another person to report discrimination or 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;
- Failure to give equal consideration in making employment decisions;
- Failure to make employment recommendations impartially;
- Public release of personnel files;
- Undermining an individual's immigration status;
- Adversely affecting working conditions or otherwise denying any employment benefit.

### **[BACK TO TOP](#)**



Retaliation is unlawful and a form of misconduct that will result in disciplinary action, up to and including termination of employment. Individuals who believe they or any other individual have been subjected to retaliation should report this concern using the complaint procedure set forth below.

### **Complaint Procedure**

Individuals who believe that they or another individual have been subjected to discrimination or harassment, should as soon as possible, report it to any People Team representative at [people@sagesure.com](mailto:people@sagesure.com) or to SageSure's toll-free Ethics Reporting Hotline at 1-844-857-9750 or [www.sagesure.ethicspoint.com](http://www.sagesure.ethicspoint.com). Employees are not required to make the report to their immediate supervisor, manager or person who has engaged in the complaint of conduct. Reports of discrimination or harassment can be made verbally or in writing. To submit a complaint in writing, individuals may use the complaint form at [www.sagesure.ethicspoint.com](http://www.sagesure.ethicspoint.com), but are not required to do so.

After a report is received or the Company otherwise becomes aware of a possible violation of this policy, a fair, timely, thorough and objective investigation will be started and completed as soon as possible and will reach reasonable conclusions based on the information collected. The Company will maintain confidentiality surrounding the investigation to the extent possible, consistent with a thorough and objective investigation and to the extent permitted or required under applicable law. Both the person(s) raising the complaint and the person(s) about whom the complaint was made will be permitted to provide information that may be relevant to the investigation. The Company will also gather information and documentation and speak with witnesses, as applicable.

Once the investigation is completed and a determination is made, the complaining party will be advised that the investigation has been completed and may be informed of the resolution. The individual about whom the complaint was made will be informed of the outcome and, if the Company determines that this policy has been violated, will be subject to disciplinary action. The Company expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of discrimination or harassment.

### **Supervisory Responsibilities**

All supervisors or managers who receive a complaint or information about suspected discrimination or harassment (including sexual harassment), witness behavior that may violate this policy or for any other reason suspect that discrimination or harassment prohibited by this policy is occurring, are required to report such suspected conduct to their People Team representative or to SageSure's toll-free Ethics Reporting Hotline at 1-844-857-9750 or [www.sagesure.ethicspoint.com](http://www.sagesure.ethicspoint.com).

In addition to being subject to discipline for engaging in discriminatory or harassing conduct themselves, supervisors and managers will be subject to discipline, up to and including termination of employment, for failing to report suspected discrimination or harassment or otherwise knowingly allowing such conduct to continue. Supervisors and managers will also be subject to discipline for engaging in prohibited retaliation.

Supervisors and managers must ensure the workplace is safe, supportive, and free from retaliation against those who raise complaints or act as witnesses both during and after any investigation.

### **BACK TO TOP**



## Discipline

If the Company determines that this policy has been violated, including in the event that a supervisor or manager knowingly allows the policy to be violated without reporting it, prompt 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.

## Good Faith Reporting

The initiation of a good faith complaint of discrimination, harassment and/or retaliation will not be grounds for disciplinary or other retaliatory action, even if the allegations cannot be substantiated or the employee was mistaken about aspects of the complaint. Any individual who makes a complaint that is determined to be intentionally false may be subject to discipline, up to and including termination of employment.

## Other Information

Sexual harassment, as well as other types of discrimination and harassment, are 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. Employees may file a complaint with the federal Equal Employment Opportunity Commission (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 discrimination and harassment, including sexual harassment. Please note that there may be deadlines applicable for 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 [www.nyc.gov/html/cchr/html/home/home.shtml](http://www.nyc.gov/html/cchr/html/home/home.shtml) or by telephone at (212) 306-7450.

Employees subjected to unlawful discrimination or 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. If an employee believes they have been the victim of a crime, they may contact their local police department.

## Discrimination on the Basis of Gender, Gender Identity, or Transgender Status

The Company prohibits discrimination against and/or harassment of applicants, employees, 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.

### [BACK TO TOP](#)



The Company evaluates all requests for reasonable accommodations, 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.

Employees who engage with the public as part of their job duties are required to do so in a respectful, non-discriminatory manner by respecting gender diversity and ensuring that members of the public are not subject to discrimination (including discrimination with respect to single-gender programs and facilities).

### **Preferred Names, Titles and Pronouns**

The Company allows employees 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 an employee is unsure what name, title or pronoun another individual prefers, that employee can ask the person how the person would like to be addressed.

### **Facilities Designated as Single-Gender**

All employees 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**

Employees 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 the People Team at [people@sagesure.com](mailto:people@sagesure.com) or to SageSure's toll-free Ethics Reporting Hotline at 1-844-857-9750 or [www.sagesure.ethicspoint.com](http://www.sagesure.ethicspoint.com). The Company prohibits and does not tolerate retaliation against employees who report issues or concerns of gender discrimination pursuant to this policy in good faith.

### **BACK TO TOP**



## Prohibition of Discrimination Based on Reproductive Health Decision Making

The Company prohibits harassment, discrimination, or retaliation against an employee with respect to compensation, terms, conditions, or privileges of employment because of or based on the employee's or dependent's reproductive health decision making, including, but not limited to, a decision to use or access a particular drug, device, or medical service. The Company prohibits any practice when it subjects an individual to inferior terms, conditions, or privileges of employment because of the employee's or employee's dependent's reproductive health decisions. The Company prohibits anyone from requiring that an employee to sign a waiver or other document which purports to deny an employee the right to make their own reproductive health care decisions, including use of a particular drug, device, or medical service. The Company will not access an employee's personal information regarding the employee's or the employee's dependent's reproductive health decision making, including but not limited to, the decision to use or access a particular drug, device, or medical service without the employee's prior informed affirmative written consent.

### Complaint and Reporting Procedure

Employees must immediately report any violation or suspected violation of this policy to their manager, the People Team, or to SageSure's toll-free Ethics Reporting Hotline at 1-844-857-9750 or [www.sagesure.ethicspoint.com](http://www.sagesure.ethicspoint.com). All supervisors and managers are required to report any such information or complaints to the People Team.

An employee may bring a civil action in court. If a violation of an employee's reproductive health rights has been found, the court has the power to award damages and other available relief.

### Retaliation Prohibited

The Company, as well as applicable state law, strictly prohibits discrimination and retaliation against anyone who, in good faith, reports or provides information about suspected violation of this policy. For purposes of this policy, retaliation or retaliatory personnel action means discharging, suspending, demoting, or otherwise penalizing an employee for: (a) making or threatening to make, a complaint to an employer, co-worker, or to a public body, that rights related to reproductive health decisions have been violated; (b) causing to be instituted any proceeding under or related to this section; or (c) providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry into any such violation of a law, rule, or regulation by such employer.

Anyone who is found to have violated this policy will be subject to disciplinary action, up to and including termination of employment.

## Electronic Monitoring

All information, including e-mail messages and files, that are created, sent, or retrieved over the Company's technical resources are the property of the Company, and should not be considered private or confidential. Employees have no right to privacy as to any information or file transmitted or stored through the Company's computer, voice mail, cell phone, e-mail, text messages, instant messages, internet and social media postings and activities, or telephone systems. Any electronically stored

### [BACK TO TOP](#)



information that you create, send to, or receive from others may be retrieved and reviewed when doing so serves the legitimate business interests and obligations of the Company. The Company reserves the right to monitor your use of its technical resources at any time. All information, including text and images may be disclosed to law enforcement or to other third parties without prior consent of the sender or the receiver.

By acknowledging this Employee Handbook, you acknowledge and consent to the Company's monitoring of any and all telephone conversations or transmissions, electronic mail or transmissions, or internet access or usage by an employee by any electronic device or system, including but not limited to the use of a computer, telephone, wire, radio or electromagnetic, photoelectronic or photo-optical systems at any and all times and by any lawful means.

**[BACK TO TOP](#)**



**SageSure Employee Handbook – Effective August 3, 2023**

The information contained in this document is proprietary, confidential and/or otherwise sensitive in nature. Any unauthorized dissemination, copying, or use of this document or its contents is strictly prohibited.



## OREGON SUPPLEMENT – FOR OREGON EMPLOYEES ONLY

To our Oregon employees: please note that wherever Oregon law provides for or offers greater protections to our employees, Oregon law will govern. Please contact a member of the People Team if you have any questions about any policies in this Supplement.

### Sexual and Other Unlawful Harassment

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 employees, applicants for employment or interns based on race, 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, expunged juvenile record, 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.

All employees are expected to comply with the main Sexual and Other Unlawful Harassment policy provided in the Company's Employee Handbook. While the Sexual and Other Unlawful 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 employee who believes they have been harassed or discriminated against should provide a written or verbal report to their manager, the People Team at [people.sagesure.com](mailto:people.sagesure.com) or to SageSure's toll-free Ethics Reporting Hotline at 1-844-857-9750 or [www.sagesure.ethicspoint.com](http://www.sagesure.ethicspoint.com) as soon as possible. All employees are encouraged to document any incidents involving discrimination, harassment or sexual assault as soon as possible.

The Company will not tolerate retaliation against any employee for raising a good faith concern, for providing information related to a concern, or for otherwise cooperating in an investigation of a reported violation of this policy. Any employee who retaliates against anyone involved in an investigation is subject to disciplinary action, up to and including dismissal.

### Time Limitations

Nothing in this policy precludes any person from filing a formal grievance in accordance the Oregon Bureau of Labor and Industries' Civil Rights Division or the Equal Employment Opportunity Commission. Oregon state law requires that any legal action taken on alleged discriminatory conduct (specifically that prohibited by Oregon's employment discrimination laws (ORS 659A.030, 659A.082 or 659A.112)

### [BACK TO TOP](#)



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 No disparagement Agreements**

The Company will not require or coerce a current, former or prospective employee, to enter into any agreement as a condition of employment, continued employment, promotion, compensation or the receipt of benefits, that contains a nondisclosure provision, a no disparagement 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).

An employee 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, no disparagement 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 no disparagement 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 an employee from seeking reemployment with the Company and allows the Company to not rehire that individual in the future.

### **Pregnancy Accommodation**

Employees and applicants in Oregon have a right to be free from unlawful discrimination and retaliation because of pregnancy, childbirth, or related medical conditions (including lactation), and have a right to reasonable workplace accommodation for known limitations related to pregnancy, childbirth, or related medical conditions (including lactation), unless doing so would impose an undue hardship.

The Company will not discriminate against employees or applicants because of known limitations related to pregnancy, childbirth, or related medical conditions (including lactation), and will provide reasonable accommodation to employees or applicants for such known limitations, unless doing so imposes an undue hardship. To that end, the Company will not:

- Deny employment opportunity because of the need for reasonable accommodation;
- Deny reasonable accommodation for known limitations, unless it causes undue hardship;

### **BACK TO TOP**



- Discriminate or retaliate against employees or applicants for inquiring about, requesting, or using a reasonable accommodation;
- Require employees or applicants to accept a reasonable accommodation that is unnecessary to perform the essential functions of the job or if they do not have a known limitation; or
- Require employees to take leave from work if Company can provide another reasonable accommodation for a known limitation.

Possible reasonable accommodations under this policy could include, but are not limited to, acquisition or modification of equipment or devices; longer or more frequent break periods; assistance with manual labor; and/or modification to work schedules or job assignments. Contact your supervisor or the People Team for additional information about pregnancy accommodation.

## **Meal and Rest Breaks**

Employees 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 employees.

Employees may not take a shorter meal break or skip a meal break to leave early.

All nonexempt employees must record their meal breaks.

Employees 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 after that

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.

## **Oregon Sick Leave (OSL) Policy**

The Company provides eligible employees with sick leave pursuant to the Oregon Sick Time Law (OSTL).

### **Eligibility**

All employees working in Oregon for the Company are eligible to receive sick leave under this policy.

### **Accrual and Carryover of Leave**

All Oregon employees are eligible to accrue up to 40 hours of legally protected OSL per calendar year ("OSL Year"). OSL accrues at the rate of one hour for every 30 hours worked. Employees begin accruing

### **BACK TO TOP**



OSL on the first day of employment with Company but may not begin using accrued OSL until the 91st day of their employment with Company.

Employees do not continue to accrue OSL after they have accrued the maximum annual accrual of 40 hours during the OSL Year. Employees may carry over up to 40 hours of unused, accrued OSL to the following OSL Year, for a maximum balance, including carry over and accrual, of up to 80 hours of OSL. Employees will not receive compensation for any unused OSL at the end of the OSL Year or at the end of their employment with Company.

### **Using Leave**

Employees are eligible to begin using accrued OSL on the 91st day of employment with the Company. Employees may use up to 40 hours of OSL per OSL Year as it accrues, in one-hour increments.

### **Covered Reasons for Use**

Sick leave may be used only during times when an employee cannot work for the following reasons:

- The employee'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.
- 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.
- Absences due to domestic violence, harassment, sexual assault, or stalking of an employee or the employee's minor child or dependent in order to:
  - Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's minor child or dependent, including preparing for and participating in protective order proceedings or other civil or criminal legal proceedings;
  - Seek medical treatment for or to recover from injuries;
  - Obtain, or to assist a minor child or dependent in obtaining counseling from a licensed mental health professional;
  - Obtain services from a victim services provider for the eligible employee or the employee's minor child or dependent; or
  - Relocate or take steps to secure an existing home to ensure the health and safety of the eligible employee or the employee's minor child or dependent.
- Closure of an employee's place of business by order of a public official due to a public health emergency or if the employee is excluded from the workplace under any law or rule that requires the Company to exclude the employee from the workplace for health reasons.

### **BACK TO TOP**



- Closure of the school or place of care of the employee's child by order of a public official due to a public health emergency.
- A determination by a lawful public health authority or by a health care provider that the presence of the employee or the employee's family member in the community would jeopardize the health of others, such that the employee must provide self-care or care for the family member.
- For reasons covered under the Oregon Family Leave Act, including:
  - Home care for the employee's child (both serious and non-serious health conditions) as well as school and childcare closures for public health emergencies.
  - 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 an employee's disability due to their own pregnancy, childbirth or related medical condition or for absence for prenatal care.
  - *Through January 1, 2025, Only:* To facilitate the legal processes required for placement of a foster child or adoption.
- For reasons covered under Oregon's Paid Family and Medical Leave Insurance Program, including:
  - Medical leave for the employee's own serious health condition, including any limitations related to pregnancy, childbirth, or a related medical condition (including lactation).
  - Family leave to care for a family member with a serious health condition.
  - Family leave to care for and bond with a new child during the first year after the child's birth or during the first year after the placement of the child through foster care or adoption, or, effective January 1, 2025, to effectuate the legal process required for placement of a foster child or the adoption of a child.
  - Safe leave to address domestic violence, harassment, sexual assault, bias crimes, or stalking.

For purposes of this policy, "family member" means the employee's:

- Spouse (including civil union partners or domestic partners);
- Child (including a biological, adopted or foster child, stepchild, child's spouse or domestic partner, child of a domestic partner or a person with whom the employee was or is in a relationship *in loco parentis*);
- Parent (including a biological parent, adoptive parent, foster parent or stepparent);

[BACK TO TOP](#)



- Parent-in-law (including the parent of an employee's domestic partner);
- Grandchild (including a grandchild's spouse or domestic partner);
- Grandparent (including a grandparent's spouse or domestic partner);
- Sibling (including a stepsibling or stepsibling's spouse or domestic partner); and
- Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

"Affinity" means a relationship for which there is a significant personal bond that, when examined under the totality of the circumstances, is like a family relationship. Employees may be required to attest to such a relationship in writing when using sick leave to care for an individual related by affinity to the employee.

### **Notice Required**

If the need to use sick leave is foreseeable, such as for prescheduled medical appointments and court dates in domestic violence cases, employees must make a good-faith effort to provide at least at ten days advance notice to their supervisor, their People Team representative, and [benefits@sagesure.com](mailto:benefits@sagesure.com) of an absence from work. Employees must also make a good-faith effort to schedule their absences in a way that does not unduly disrupt the Company's operations. If the need to use sick leave is unforeseeable, employees must provide notice to their supervisor, their People Team representative, and [benefits@sagesure.com](mailto:benefits@sagesure.com) as soon as practicable. Employees may provide notice by sending an email/text message.

The employee should include the anticipated duration of the absence, when possible.

In all circumstances, employees are responsible for specifying that the time off is for sick leave reasons (as opposed to, for example, vacation), so that the absence may be designated as a sick leave absence.

### **Verification of Absence**

If an employee uses sick leave for more than three consecutive scheduled workdays, the Company may require a doctor's note or other verification of the employee's need for the absence. Depending on the circumstances, verification may include a doctor's note (for the employee's own or family member's health condition); school closure order; police report, court document, or court order of protection (indicating domestic violence, harassment, sexual assault, or stalking); and/or other verification as permitted by applicable law.

If the Company reasonably suspects that an employee is abusing sick leave, including engaging in a pattern of abuse (*e.g.*, repeated use of unscheduled sick leave on or adjacent to weekends, holidays, vacation days or paydays), the Company may require a doctor's note, regardless of whether the employee has used sick leave for more than three consecutive scheduled workdays. The Company will

### **BACK TO TOP**



keep confidential any documentation or verification information provided regarding leave use, in accordance with federal, state and local law.

The Company will keep confidential any documentation or verification information provided regarding leave use, in accordance with federal, state and local law.

### **Discipline for Unprotected Use of Leave**

Discipline, up to and including termination, may be taken against an employee who:

- Uses sick leave for a purpose not covered by, or in a manner not consistent with, the OSTL; or
- Violates this policy's requirements concerning requesting, using, recording, verifying, and/or documenting use of sick leave.

### **Separation from Employment and Rehire**

The Company does not pay employees for unused sick leave at any time, including upon separation from employment for any reason.

If an employee is rehired within 180 days of employment ending, the employee's previously accrued but unused sick leave balance will be reinstated and made available for use in accordance with the OSTL.

### **No Discrimination or Retaliation**

As long as the use of sick leave complies with the requirements of this policy and OSTL, the Company will not count employees' use of sick leave as an absence or "occurrence" under any Company attendance policy. Therefore, any such use of sick leave will not lead to or result in discipline, demotion, suspension or termination.

The Company will not retaliate or discriminate against any employee for requesting or using sick leave for authorized circumstances; 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 sick and safe time or mandatory paid leave law; or informing any person of their potential rights under the law.

### **Additional Information**

Employees who have questions about this policy should contact the People Team at [people@sagesure.com](mailto:people@sagesure.com).

### **BACK TO TOP**





## Oregon Paid Family and Medical Leave (“PFML”)

In accordance with Oregon's Paid Family and Medical Leave Insurance Program, eligible employees may be entitled to a leave of absence with partial wage replacement benefits (PFML) from the State of Oregon Employment Department (OED) 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 address domestic violence, harassment, sexual assault, stalking or the commission of a bias crime.

The Oregon Paid Family and Medical Leave Insurance Act (“Paid Leave Oregon”) creates a mandatory statewide wage-replacement program that provides every eligible Oregon employee with paid time off to give or receive physical or mental health care. Paid Leave Oregon is administered by the Oregon Employment Department (“OED”). The Company complies with all laws and requirements of Paid Leave Oregon but does not review or process employee applications for Paid Leave Oregon benefits. OED, not the Company, determines whether an employee’s application is approved, and the employee may receive benefits. If you have questions regarding your Paid Leave Oregon application or benefits, please contact OED by phone at 503-947-1444, or by email at [paidleave@oregon.gov](mailto:paidleave@oregon.gov).

This policy is intended to comply with the requirements of Paid Leave Oregon. In the event of a conflict between Paid Leave Oregon and this policy, Paid Leave Oregon controls.

### Employee Eligibility and Benefits (as Determined by OED)

Employees are eligible for PFML if during the base year or alternate base year they meet financial eligibility requirements, as determined by the OED, not the Company.

### Definitions

- **Benefit year** means the period of 52 consecutive weeks beginning on the Sunday immediately preceding the day that PFML commences for the employee claiming benefits (*claimant*), except that the benefit year is 53 weeks if a 52-week benefit year would result in an overlap of any quarter of the base year of a previously filed valid claim. A claimant may only have one valid benefit year at a time.
- **Child** means a biological child, adopted child, stepchild or foster child of an employee or of the employee's spouse or domestic partner; a person who is or was a legal ward of the employee or of the employee's spouse or domestic partner; or a person who is or was in a relationship of in loco parentis with the employee or with the employee's spouse or domestic partner.
- **Family member** means the spouse or domestic partner of an employee; a child of the employee or the child's spouse or domestic partner; a parent of the employee or the parent's spouse or domestic partner; a sibling or stepsibling of the employee or the sibling's or stepsibling's spouse or domestic partner; a grandparent of the employee or the grandparent's spouse or domestic partner; a grandchild of the employee or the grandchild's spouse or domestic partner; or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

### [BACK TO TOP](#)



- **Parent** means a biological parent, adoptive parent, stepparent, or foster parent of the employee; a person who was a foster parent of the employee when the employee was a minor; a person designated as the legal guardian of the employee at the time the employee was a minor or required a legal guardian; a person with whom the employee was or is in a relationship of in loco parentis; or parent of the employee's spouse or domestic partner who meets any of the parental descriptions

### **Reasons For and Length of Leave**

Eligible employees may be entitled to up to 12 weeks of PFML per benefit year for any of the following purposes, in any combination:

- Family leave
  - To care for or bond with a new child during the first year after the child's birth or placement through foster care or adoption; or
  - To care for a family member with a serious health condition;
- Medical leave for the employee's own serious health condition; and
- Safe leave to address domestic violence, harassment, sexual assault, stalking or the commission of a bias crime.

An eligible employee may qualify for up to two additional weeks of PFML for limitations related to pregnancy, childbirth, or a related medical condition (including lactation). Beginning on January 1, 2025, bonding leave will include up to two weeks of leave to attend to preplacement activities for adoption or foster care. This two-week entitlement is part of the overall 12-week entitlement and is not a separate entitlement.

### **Effect on Other Rights and Paid/Unpaid Leave Programs**

PFML must be taken concurrently with any leave taken under the federal Family and Medical Leave Act (FMLA) for the same purpose.

PFML is in addition to any paid sick time under the Oregon Sick Time Leave Act, any vacation leave or any other paid leave earned by an employee. PFML does not run concurrently with leave under the Oregon Family Medical Leave Act (OFLA).

An eligible employee may use available vacation, paid sick time, and other available paid time off in order to supplement their PFML benefit to receive full salary or wages during some or all of the PFML.

An employee may not receive PFML in any week in which the employee is eligible to receive workers' compensation or unemployment benefits.

### **Increments of Leave**

#### **[BACK TO TOP](#)**



PFML may be taken all at once (consecutive) or in separate blocks of time (non-consecutive). If taken non-consecutively, PFML may be taken in increments that are the equivalent to one workday or one workweek.

### **Wage Replacement Benefits**

The determination of PFML eligibility and the amount of weekly wage replacement benefits is determined by the OED, not the Company. PFML benefits are calculated by OED based on an employee's average weekly wage as compared to the state average weekly wage and are capped at a maximum weekly benefit amount of 120% of the state average weekly wage.

### **Requesting Leave**

Employees must provide advance notice to the Company as follows:

- When the need for PFML is foreseeable based on circumstances such as an expected birth, placement of a child, or planned medical treatment for a serious health condition, the employee must provide written notice to the Company at least 30 days in advance.
- An eligible employee who takes PFML for safe leave must give the Company reasonable advance notice of the employee's intention to take safe leave, unless giving advance notice is not feasible.
- An employee may commence PFML without 30 days' advance notice when the need for PFML leave is unforeseeable based on circumstances such as an unexpected serious health condition of the employee or family member, premature birth, unexpected adoption or unexpected foster placement, or safe leave.
  - When PFML is unforeseeable, the employee must give oral notice within 24 hours of the beginning of the leave and must provide written notice to the Company within three days after the leave begins.
  - The required oral notice may be given by any other person on behalf of the employee taking unforeseeable leave.
  - The required written notice may be given by the person named as an individual's emergency contact, or any other person otherwise designated by the employee taking unforeseeable leave, as reflected in the Company's records.

Written notice must be provided to the People Team at [benefits@sagesure.com](mailto:benefits@sagesure.com). The notice should specify the type of leave needed, an explanation of the need for leave, and the anticipated timing and duration of the leave. Written notice includes, but is not limited to, handwritten or typed notices, and electronic communication such as text messages and email. Whether the PFML is continuous or taken intermittently, notice need only be given one time, but the employee must advise the Company as soon as practicable if dates of scheduled leave change, are extended, or were initially unknown.

### **BACK TO TOP**



"As soon as practicable" means as soon as it is both possible and practical to provide notice, considering all facts and circumstances in the individual situation.

PFML is determined, administered, and paid by the OED, not the Company. Employees must file a claim for PFML benefits through the OED using the OED's forms, including an application for benefits and any required verification for the need for leave. The OED may reduce the first weekly benefit amount payable to an employee by up to 25% if an employee fails to give the Company notice as required.

### **Return From Leave**

Employees who have been employed with the Company for at least 90 consecutive days prior to taking PFML and who return to work as scheduled at the end of their PFML will be reinstated to the same position they held at the time the leave began if that position still exists.

If that position no longer exists, the returning employee will be restored to any available equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An available position is a position that is vacant and not permanently filled.

An employee is not entitled to return to the former position if the employee would have been terminated or reassigned from their current position to another position if the employee had not taken PFML, and an employee is subject to layoff on the same terms or under the same conditions as similarly situated employees who have not taken PFML.

### **Benefits**

The Company will maintain any health care benefits the employee had prior to taking PFML for the duration of the leave, as if the employee had continued in employment continuously during the period of leave.

Employees who take leave under the law do not lose any employment benefits, including seniority or pension rights, that accrued before PFML began.

### **Protected Rights**

The Company takes its PFML obligations and employees' PFML rights very seriously and will not deny PFML to any eligible employee, interfere with any right protected by Oregon's Paid Family and Medical Leave Insurance Program, or in any way discriminate against an employee because the employee has inquired about PFML rights or responsibilities. It is a violation of Oregon law and Company policy to retaliate against an employee because they request, apply for, or use PFML for which they are eligible. Employees who believe that their PFML rights have been violated in any way should immediately report the matter to the People Team at [people@sagesure.com](mailto:people@sagesure.com) or to SageSure's toll-free Ethics Reporting Hotline at 1-844-857-9750 or [www.sagesure.ethicspoint.com](http://www.sagesure.ethicspoint.com).

### **Witness Duty/Juvenile Court Appearance Leave**

The Company will provide reasonable leave to an Oregon employee subpoenaed as a witness in a civil proceeding or are the legal parent or guardian of a youth appearing in juvenile court and receive a

### **[BACK TO TOP](#)**



summons to appear at a juvenile court hearing. Witness duty leave for a civil proceeding is unpaid, but an employee may elect to use available paid time off during this leave. The employee must submit a copy of the notification to their supervisor or the People Team as soon as possible after receipt. If witness duty does not take the entire day, the Company expects the employee to return to work. The Company will not discharge, threaten to discharge, intimidate, or coerce any employee because of a summons to appear as a witness in a civil proceeding, or because they are the legal parent or guardian of a youth appearing in juvenile court and receive a summons to appear at a juvenile court hearing.

**[BACK TO TOP](#)**



**SageSure Employee Handbook – Effective August 3, 2023**

The information contained in this document is proprietary, confidential and/or otherwise sensitive in nature. Any unauthorized dissemination, copying, or use of this document or its contents is strictly prohibited.

## WASHINGTON SUPPLEMENT – FOR WASHINGTON EMPLOYEES ONLY

To our Washington employees: please note that wherever Washington law provides for or offers greater protections to our employees, Washington law will govern. Please contact a member of the People Team if you have any questions about any policies in this Supplement.

### Equal Employment Opportunity

As set forth in the Employee Handbook, the Company is committed to equal employment opportunity and to compliance with federal anti-discrimination laws. We also comply with Washington law, which prohibits discrimination and harassment against employees or applicants for employment based on race (including traits historically associated or perceived to be associated with race, such as hair texture and protective hairstyles, e.g., afros, braids, locks and twists); color; creed; religion; sex; marital status; sexual orientation (including gender identity and expression); pregnancy (including the potential to get pregnant, pregnancy-related conditions and childbearing); age (40 and over); national origin or ancestry; physical, mental or sensory disability (including the use of a trained dog guide or service animal); military status or status as an honorably discharged veteran; HIV or hepatitis C status; status as an actual or perceived victim of domestic violence, sexual assault or stalking; and genetic information.

The Company also prohibits unlawful discrimination on the basis of citizenship or immigration status.

The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristics protected by applicable federal, state or local law.

### Paid Family and Medical Leave

In accordance with Washington's paid family and medical leave act (WPFMLA), eligible employees are entitled to leave of absence 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. Employees may also be eligible to receive partial wage replacement benefits during the leave from the State of Washington Employment Security Department (Department or ESD).

### Employee Eligibility

Employees are eligible for paid family and medical leave (PFML) and partial wage replacement benefits if they meet eligibility requirements as determined by the Department. Generally, this means that employees must have worked 820 hours in "employment" (as defined by the WPFMLA) 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).

### Qualifying Reasons for and Length of Leave

#### [BACK TO TOP](#)



During a benefit year, eligible employees may be entitled to:

- Up to a maximum of 12 weeks of paid family leave to: (1) participate in providing care (including physical or psychological care) for a "family member" of the employee made necessary by the family member's serious health condition; (2) bond with the employee's child following the child's birth or placement with the employee; and (3) attend to a "qualifying exigency," as defined under the federal Family and Medical Leave Act (Fed-FMLA), arising from the "covered active duty" (as defined below) of an employee'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 a family member for whom the employee would have qualified for medical leave on the basis of the birth of the employee'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 employee experiences a pregnancy-related serious health condition that results in incapacity.

The entitlement to family leave for bonding with a child expires at the end of the 12-month period following the child's birth, the date the child was first placed in the employee's home, or the date the child's adoption was legally finalized under Washington law if no leave was taken within 12 months of the date when the child was first placed in the employee's home.

An eligible employee 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 employee experiences a pregnancy-related condition that results in incapacity. For employees 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 employee's medical leave entitlement is fully or partially exhausted prior to the birth of the child or the employee chooses to use paid family leave, if available, during that postnatal period. An employee is only entitled to a maximum of 12 weeks of family leave for the placement of a child.

An employee is not entitled to WPFMLA benefits for: (1) absences caused by the employee's willful intent to bring about injury to or sickness of the employee or another; (2) absences resulting from an injury or sickness sustained in the employee's perpetration of an illegal act; (3) any family or medical leave beginning before the employee is eligible for such benefits; (4) a period during which the employee is on suspension from employment; or (5) any period of time during which the employee works for pay or profit.

## Definitions

- **"Benefit year"** means a period of 52 consecutive calendar weeks beginning on Sunday of the week of the employee's timely and complete application to the Department or the birth or placement of the employee's child.

## [BACK TO TOP](#)





- **"Child"** means a biological, adopted or foster child; a stepchild; a child's spouse; or a child to whom the employee stands *in loco parentis*, is a legal guardian or is a *de facto* parent, regardless of age or dependency status.
- **"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 employee's spouse or state registered domestic partner, child, parent, grandparent, grandchild or sibling. "Family member" also includes any individual who depends on the employee for care and either: (1) regularly resides in the employee's home; or (2) is in a relationship that creates an expectation that the employee will care for the person. "Family member" does not include an individual who simply resides in the same home as the employee with no expectation that the employee care for them.
- **"Grandchild"** means a child of the employee's child.
- **"Grandparent"** means a parent of the employee's parent.
- **"Parent"** means the biological, adoptive, *de facto* or foster parent; stepparent; or legal guardian of an employee or the employee's spouse or state registered domestic partner or an individual who stood *in loco parentis* to an employee when the employee was a child.
- **"Placement"** means the adoptive, guardianship, foster care, non-parental custody placement or legal adoption of a child under the age of 18 with the employee.

## Wage Replacement Benefits

Eligible employees may receive WPFMLA 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 an employee'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 leave for reasons other than medical leave for the birth of a child, family leave for bonding following the birth or placement of the employee's child or family leave for a qualifying exigency, 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 employee starts taking paid family or medical leave. Employees may use available Company-provided paid time off during the waiting period.

## [BACK TO TOP](#)



The minimum claim duration is eight consecutive hours of leave, meaning the employee 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 an employee is eligible to receive benefits under federal or state unemployment compensation, industrial insurance or disability insurance laws, the employee may be disqualified from receiving WPFMLA wage replacement benefits.

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

Employees may take PFML intermittently, which means taking leave in separate blocks of time, or on a reduced schedule basis by reducing the employee's normal weekly or daily work schedule.

### **Payroll Deductions**

WPFMLA benefits are funded by an employee contribution.

### **Requesting Leave**

Employees must file an application for WPFMLA benefits directly with the Department using the Department's forms.

Employees must also provide advance notice to the Company as follows:

- When the need for leave is foreseeable based on an expected birth, placement of a child or planned medical treatment for a serious health condition, the employee 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 leave will be required to begin, a change in circumstances or a medical emergency, the employee must provide written notice to the Company as soon as practicable.
- When the need for leave due to a qualifying military exigency is foreseeable, the employee must provide written notice to the Company as soon as it is practicable, regardless of how far in advance such leave is foreseeable.
- When the need for leave is not foreseeable, the employee must provide written notice to the Company as soon as it is practicable under the facts and circumstances of the particular situation. If the employee is unable to provide notice personally, written notice may be given by another responsible party, such as the employee's spouse or domestic partner, neighbor or co-worker.

"As soon as is practicable" means as soon as it is both possible and practical to provide notice, considering all of the facts and circumstances in the individual situation.

Written notice should be provided to [benefits@sagesure.com](mailto:benefits@sagesure.com) and should specify the anticipated timing and duration of the leave. Written notice includes, but is not limited to, handwritten or typed notices,

### **[BACK TO TOP](#)**



and all forms of written electronic communications such as text messages and email. Failure to provide timely notice may result in the Department denying WPFMLA benefits.

Employees must advise the Company as soon as practicable if the dates of a scheduled PFML change or are extended, or if the dates of leave were initially unknown.

Employees applying for WPFMLA benefits must provide the Department with supporting documentation or certification as required by the Department.

Employees 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 employee's or family member's health care provider.

Whenever an employee who is qualified for WPFMLA 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 employee with a written statement of the employee's rights. The notice will be provided to the employee within five business days after the employee'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 employee's absence is for such reasons, whichever is later.

The Company will continue making contributions to employee group health benefits during WPFMLA leave on the same terms as if the employee had continued to actively work. This means that if employees want their benefits coverage to continue during the WPFMLA leave, 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. For leave that also qualifies under the Fed-FMLA, benefits continuation will be provided as required by applicable law for the portion of the leave designated as Fed-FMLA leave.

## **Return From Leave**

Reinstatement is not guaranteed under the WPFMLA. Other laws that provide for reinstatement may apply, and the Company will comply with all applicable reinstatement requirements.

## **Protected Rights**

The Company takes its WPFMLA obligations very seriously and will not interfere with, restrain or deny the exercise of any right protected under the WPFMLA. The Company will not discriminate or retaliate against any employee because that person uses or attempts to use WPFMLA benefits. Employees who believe that their WPFMLA rights have been violated in any way should immediately report the matter to the People Team or to Company's toll-free Ethics Reporting Hotline at 1-844-857-9750 or [www.sagesure.ethicspoint.com](http://www.sagesure.ethicspoint.com).

Employees may also contact [benefits@sagesure.com](mailto:benefits@sagesure.com) with questions regarding WPFMLA benefits.

## **Paid Sick and Safe Leave (Seattle)**

### **[BACK TO TOP](#)**



The Company provides eligible employees 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 Seattle's 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 employees.

## **Eligibility**

All exempt, nonexempt, full-time and part-time employees who perform work within the geographic boundaries of Seattle are eligible for leave under this policy. Paid interns who work in Seattle are also eligible, as are temporary employees other than those supplied by a staffing agency or similar entity.

Employees who are typically based outside of Seattle but who work in Seattle on an occasional basis ("Occasional Employees") are eligible for Sick and Safe Time once they have worked more than 240 hours in Seattle within a calendar year. An Occasional Employee who works more than 240 hours in a calendar year will remain eligible to accrue Sick and Safe Time for the duration of their employment with the Company. In addition, all previous hours worked in Seattle during the calendar year will count toward the accrual of paid sick and safe time.

Employees 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

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

Employees may use accrued Sick Time for any of the following reasons:

- The employee's mental or physical illness, injury or health condition; need for medical diagnosis, care or treatment for the same; or need for preventive medical care; or
- To care for a family member who has a mental or physical illness, injury or health condition; needs medical diagnosis, care or treatment for the same; or needs preventive medical care.

Employees may use accrued Safe Time for any of the following reasons:

- The employee's place of business has been closed by order of a public official, for any health-related reason, to limit exposure to an infectious agent, biological toxin or hazardous material;
- The employee's family member's school or place of care has been closed;
- The employee or the employee's family or household member is a victim of domestic violence, sexual assault or stalking and needs time off to:
  - Seek legal or law enforcement assistance,

## **[BACK TO TOP](#)**



- Obtain treatment by a health care provider, social services or mental health counseling;
- Participate in safety planning;
- Relocate; or
- Take other actions to increase the safety of the employee or the employee's family member.

For purposes of this policy, "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 an employee or the employee's spouse or registered domestic partner, or a person who stood *in loco parentis* when the employee was a minor child. "Child" means a biological child, adopted child, foster child, stepchild or a child to whom an employee 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 employee by blood or marriage and any person with whom the employee 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 an employee when the employee was a child. A "child" for purposes of Safe Time related to domestic violence means a biological, adopted, foster or stepchild, a legal ward or a child of a person standing *in loco parentis* who is under 18 years of age or is 18 or older but is incapable of self-care because of a mental or physical disability. For purposes of Safe Time for health-related closures, a "child" means a biological child, adopted child, foster child, stepchild or a child to whom an employee stands *in loco parentis*, is a legal guardian or is a de facto parent, regardless of age or dependency status.

### **Accrual and Use of Sick and Safe Time**

The Company is considered a Tier Three employer for purposes of the SPSSTO. Accordingly, eligible employees accrue paid Sick and Safe Time at the rate of one hour per 30 hours worked. There is no cap on accrual of Sick and Safe Time under this policy.

Occasional Employees only accrue Sick and Safe Time under this policy for the hours that are worked in Seattle.

Nonexempt employees will accrue Sick and Safe Time on eligible hours worked, including overtime hours. Nonexempt employees will not accrue paid sick and safe time while using paid sick and safe

### **[BACK TO TOP](#)**



leave, vacation or other paid time off. Exempt employees' accrual of Sick and Safe Time will be based on a 40-hour workweek or each employee's normal workweek, whichever is less.

Eligible employees will begin accruing Sick and Safe Time upon the commencement of employment with the Company.

The Company will provide employees with a written statement of available Sick and Safe Time, as well as Sick and Safe Time accruals and reductions, each time wages are paid.

Employees may begin using accrued Sick and Safe Time on the 90th calendar day after commencement of employment with the Company, or, for Occasional Employees, after working 240 hours in Seattle within a calendar year. Occasional Employees may only use paid Sick and Safe Time that is accrued exclusively under the SPSSTO and is in excess of leave amounts provided in accordance with the Washington state law during times when they are scheduled to perform work in Seattle. Exempt employees can only use paid Sick and Safe Time under this policy when scheduled to perform work in Seattle.

The Company will allow employees to use their Sick and Safe Time in increments of one hour. Exempt employees who are absent for less than one hour will not be charged Sick and Safe Time.

Failure to use Sick and Safe Time in good faith and for the reasons specified in this policy can result in discipline, including withholding of payment for time taken for an unauthorized purpose.

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

Employees must provide the Company with a written request for Sick and Safe Time at least 10 days in advance unless the need for leave is unforeseeable. The request should be entered into the Company's time management system. If the need for leave is foreseeable, employees must schedule the leave so as not to unduly disrupt the Company's operations. When possible, the request should include the anticipated start of the leave and the anticipated duration of the absence. If the need for leave is unforeseeable, employees must provide notice as soon as possible before they are scheduled to begin work.

Employees are not required to find an employee to cover their work when they take paid Sick and Safe Time.

The Company will not count employees' use of Sick and Safe Time in compliance with 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.

When employees use four or more consecutive workdays of Sick Time, the Company may require a doctor's note or other verification of the need for the absence. Any required documentation for

### **[BACK TO TOP](#)**



purposes of Sick Time must be provided within 10 calendar days following the first day the employee uses Sick Time.

When employees use four or more consecutive workdays of Safe Time, the Company may require verification of the closure order or verification that the employee or the employee's family or household member is a victim of domestic violence, sexual assault or stalking and that the Safe Time is used for one of the purposes covered by the law.

The Company does not intend for any of these verification requirements to place an unreasonable burden or expense on the employee. An employee who anticipates that providing required documentation will create an unreasonable burden or expense can provide an explanation of why the absence was a permissible use of paid sick and safe leave; and how the required verification creates an unreasonable burden or expense for the employee.

### **Compensation**

Pay for Sick and Safe Time will be calculated based on an employee's normal hourly compensation at the time of the absence or the effective minimum wage, whichever is greater. Employees will receive Sick and Safe Time pay for the hours they were scheduled to work during the absence, including regular hours, overtime hours, and hours an on-call employee is required to work after being contacted by the Company and Company-required training hours.

The Company does not pay employees 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. Sick and Safe Time accrued in the subsequent year will be in addition to the Sick and Safe Time carried over. If, at the end of the year, an employee has accrued more than 72 hours of Sick and Safe Time, the employee 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 employees to care for medical conditions or for leave related to domestic violence 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. Employees should contact their People Team representative at [people@sagesure.com](mailto:people@sagesure.com) or [benefits@sagesure.com](mailto:benefits@sagesure.com) for information about other federal, state and local medical or family leave rights.

### **[BACK TO TOP](#)**





## **Confidentiality**

The Company will keep confidential the fact that an employee'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, except upon the employee's request or otherwise with the employee's consent.

## **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 employees who are rehired within 12 months of their separation from employment will have previously unused Sick and Safe Time reinstated. Hours worked during the previous period of employment will be counted for purposes of determining eligibility to accrue and use Sick and Safe Time.

Employees who stop working in Seattle but are later transferred back to working in Seattle will have their previously available accrued Sick and Safe Time reinstated.

## **Retaliation**

The Company will not discriminate or retaliate against employees who request or take leave in accordance with this policy; 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.

## **[BACK TO TOP](#)**



## IMPORTANT NOTICE – DISCLAIMER

THIS EMPLOYEE HANDBOOK (“HANDBOOK”) IS A GUIDE TO GENERAL EMPLOYMENT PROCEDURES AND POLICIES OF THE COMPANY. THE HANDBOOK IS FOR INFORMATION PURPOSES ONLY AND IS NOT A CONTRACT OF EMPLOYMENT. ANY COMPANY PROCEDURE OR POLICY, INCLUDING ANY POLICY, PROCEDURE, OR PROVISION IN OR REFERRED TO IN THIS HANDBOOK, MAY BE MODIFIED, AMENDED, OR DELETED BY THE COMPANY AT ANY TIME, WITH OR WITHOUT NOTICE.

THIS HANDBOOK DOES NOT AND IS NOT INTENDED TO ADDRESS EVERY POSSIBLE EMPLOYER/EMPLOYEE SITUATION. THE COMPANY RESERVES THE RIGHT TO TAKE ACTION OR MAKE A DECISION WHICH IS INCONSISTENT WITH THE PROVISIONS OF THIS HANDBOOK TO ADDRESS UNIQUE SITUATIONS, ON A CASE-BY-CASE BASIS, IN THE COMPANY’S SOLE DISCRETION.

THIS HANDBOOK DOES NOT IN ANY WAY ALTER THE EMPLOYMENT STATUS OF THE COMPANY EMPLOYEES, WHICH IS “AT-WILL.” THIS MEANS THAT EITHER YOU OR THE COMPANY CAN TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY OR NO REASON, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE. NO CONTRARY STATEMENT BY ANY COMPANY EMPLOYEE, MANAGER, OR AGENT SHALL HAVE ANY FORCE OR EFFECT, UNLESS IT IS IN WRITING, STATES THAT IT IS A “CONTRACT OF EMPLOYMENT,” AND IS SIGNED BY THE CEO THE COMPANY.

[BACK TO TOP](#)



**SageSure Employee Handbook – Effective August 3, 2023**

The information contained in this document is proprietary, confidential and/or otherwise sensitive in nature. Any unauthorized dissemination, copying, or use of this document or its contents is strictly prohibited.

## RECEIPT AND ACKNOWLEDGEMENT

I acknowledge that I have received and read a copy of the SageSure Employee Handbook (including the state supplement for the state in which I work, if applicable). I understand that the Employee Handbook (and the state supplement, if applicable) set forth the terms and conditions of my employment with SageSure as well as the duties, responsibilities and obligations of employment with SageSure. I understand that SageSure has provided me various alternative channels (including anonymous and confidential channels,) to raise concerns of violations of this handbook and company policies and encourages me to do so promptly so that the Company may effectively address such situations, and I understand that nothing herein interferes with any right to report concerns, make lawful disclosures or communicate with any governmental authority regarding potential violations of laws or regulations.

I agree to abide by and be bound by the rules, policies and standards set forth in the Employee Handbook (and state supplement, if applicable).

I acknowledge that, except where required otherwise by applicable state law, my employment with SageSure is at-will, meaning that it is not for a specified period of time and that the employment relationship may be terminated at any time for any reason, with or without cause or notice, by me or SageSure. I further acknowledge that only the President/CEO of the Company or their authorized representative has the authority to enter into an agreement that alters the at-will employment relationship, and any such agreement must be in writing and signed by the President/CEO or their authorized representative.

I further acknowledge that SageSure reserves the right to revise, delete and add to the provisions of the Employee Handbook and state supplements, and that all such revisions, deletions or additions must be in writing. No oral statements or representations can change the provisions of the handbook or supplements. Furthermore, the Company's policy of at-will employment may only be changed as stated in the prior paragraph.

I understand and acknowledge that nothing in this Employee Handbook or in any other document or policy is intended to prohibit me from reporting concerns, making lawful disclosures or communicating with any government authority about conduct I believe violates any laws or regulations. I also understand and acknowledge that nothing about the policies and procedures set forth in this Employee Handbook should be construed to interfere with any employee rights provided under state or federal law, including Section 7 of the National Labor Relations Act, including the right to communicate with others concerning wages, hours, benefits and other terms or conditions of employment; to self-organize, form, join or assist labor organizations; to bargain collectively with representatives of the employees' choosing; to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; or to refrain from engaging in such activities.

### [BACK TO TOP](#)



SageSure Employee Handbook – Effective August 3, 2023

The information contained in this document is proprietary, confidential and/or otherwise sensitive in nature. Any unauthorized dissemination, copying, or use of this document or its contents is strictly prohibited.

I further acknowledge that I have received, read and understand the Company's Equal Employment Opportunity and Sexual and Other Prohibited Harassment Policy and any additional policies prohibiting discrimination, harassment and sexual harassment in this Employee Handbook (or state supplement, if applicable). I agree to comply with these policies.

I understand that if I feel I have been subject to discrimination, harassment, sexual harassment or retaliation for conduct that may violate the Company's Equal Employment Opportunity and Sexual and Other Prohibited Harassment Policy or any additional policies on antidiscrimination, harassment, sexual harassment or retaliation in this Employee Handbook (or State Supplement for the state in which I work), or if I am aware of such conduct, I should immediately report the matter to my manager, the People Team, or using the Company's toll-free Ethics Reporting Hotline at 1-844-857-9750 or [www.sagesure.ethicspoint.com](http://www.sagesure.ethicspoint.com).

I have read and understand the above statements.

Michele Clute

Employee Signature

Michele Clute

Print Name

1/16/2025

Date

**[BACK TO TOP](#)**



**SageSure Employee Handbook – Effective August 3, 2023**

The information contained in this document is proprietary, confidential and/or otherwise sensitive in nature. Any unauthorized dissemination, copying, or use of this document or its contents is strictly prohibited.