



# **Employee Handbook Supplement: California**

# California Supplement

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## **General Information**

### **About This California Supplement**

SterlingRisk 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.

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, or what is required under California or local law are different from, or more generous than those in the Employee Handbook, the policies in the California Supplement or required under applicable law will apply.

The California Supplement is not intended to create a contract of continued employment or alter the at-will employment relationship. Only the Chief Executive Officer 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 Chief Executive Officer.

If employees have any questions about these policies, they should contact the Human Resources Department.

## **Commitment to Diversity**

### **Equal Employment Opportunity**

SterlingRisk 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: race (including traits 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"). The Company also prohibits discrimination and harassment on the basis of any combination of Protected Characteristics and on the basis of any perception that a person has or is associated with someone who has one or more Protected Characteristics.

For purposes of this policy, discrimination on the basis of "national origin" also includes discrimination against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States, as well as discrimination based upon any of the following:

- An individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group;
- Marriage to or association with individuals of a national origin group;

- Tribal affiliation;
- Membership in or association with an organization identified with or seeking to promote the interests of a national origin group;
- Attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or
- A name that is associated with a national origin group.

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 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 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 a reasonable accommodation for reasons related to disability or religion. Our commitment to equal opportunity applies to all persons involved in our operations and prohibits unlawful discrimination and harassment by any employee, including supervisors and co-workers.

## **Prohibited Harassment**

SterlingRisk 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: race (including traits 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 and veteran status, an individual's reproductive health decisions or any other consideration protected by federal, state or local law. The Company also prohibits discrimination and harassment on the basis of any combination of Protected Characteristics and on the basis of any perception that a person has or is associated with someone who has one or more Protected Characteristics.

For purposes of this policy, discrimination on the basis of "national origin" also includes harassment against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States, and based on any of the following:

- An individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group;
- Marriage to or association with individuals of a national origin group;
- Tribal affiliation;
- Membership in or association with an organization identified with or seeking to promote the interests of a national origin group;
- Attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or

- A name that is associated with a national origin group.

All such harassment is prohibited.

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

### **Sexual Harassment Defined**

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

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

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

- Unwanted sexual advances.
- 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 sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages.
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about an employee's body or dress.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature; graphic verbal commentary about an individual's body; sexually degrading words to describe an individual; suggestive or obscene letters, notes or invitations.
- Physical conduct: touching, assault or impeding or blocking normal movements..
- 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.

### **Other Types of Harassment**

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

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

### **Abusive Conduct Prevention**

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

### **Protection Against Retaliation**

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

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

Any 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 SterlingRisk 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 Human Resources Department, **or** General Counsel. A complaint form may be found on STRIVE.

If an employee alleges that their supervisor or any another manager has engaged in harassing conduct or conduct that is otherwise believed to violate this policy, the employee must report the alleged conduct to the Human Resources Department - reporting directly to the offending supervisor is not sufficient. Employees are not required to make a complaint directly to their immediate supervisor.

Supervisors and managers who receive complaints of misconduct must also immediately report such complaints to Human Resources who will attempt to resolve issues internally. When a report is received, the Company will conduct a fair, timely, thorough and objective investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The Company expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of prohibited 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/>.**

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

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- 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.

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

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- Verbal abuse of a sexual nature; graphic verbal commentary about an individual's body; sexually degrading words to describe an individual; suggestive or obscene letters, notes or invitations.
- Physical conduct: touching, assault or impeding or blocking movements.
- 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.

## **Other Types of Harassment**

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

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- Physical conduct, including assault, unwanted touching or blocking normal movement because of an individual's protected status.

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Retaliation is prohibited against any person by another employee or by SterlingRisk for using the Company's complaint procedure, reporting prohibited 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.

### **Harassment and Retaliation Complaint Procedure**

Any employee who believes that they have been harassed or subjected to retaliation by a co-worker, supervisor, agent, client, vendor, customer, or any other third party interacting with SterlingRisk 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 Human Resources Department, **or** General Counsel. A complaint form may be found on STRIVE.

If an employee alleges that their supervisor or any another manager has engaged in harassing conduct or conduct that is otherwise believed to violate this policy, the employee must report the alleged conduct to the Human Resources Department - reporting directly to the offending supervisor is not sufficient. Employees are not required to make a complaint directly to their immediate supervisor.

Supervisors and managers who receive complaints of misconduct must also immediately report such complaints to Human Resources who will attempt to resolve issues internally. When a report is received, the Company will conduct a fair, timely, thorough and objective investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The Company expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of prohibited harassment 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 California Civil Rights Department (CRD) will accept and investigate charges of unlawful harassment at no charge to the complaining party. Information may be located by visiting the agency website at <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 Human Resources Department in accordance with the procedures identified in the Employee Handbook.

Under California law, employees are entitled to a 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 a 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 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 an accommodation. The Company also will not discriminate or retaliate against a person for requesting a 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 Human Resources Department.

## **Accommodation for Adult Literacy Programs**

SterlingRisk 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 the Human Resources Department. 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 SterlingRisk 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 a 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.

## **Accommodation for Victims of Violence**

SterlingRisk will make reasonable accommodations for any employee who reports that they are the victim, or a family member of a victim, of a qualifying act of violence 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.

"Qualifying act of violence" means domestic violence, sexual assault, stalking or an act, conduct, or pattern of conduct in which a third party causes bodily injury or death to another individual; exhibits, draws, brandishes or uses a firearm or other dangerous weapon with respect to another individual; or uses or makes a reasonably perceived or actual threat to use force against another individual to cause physical injury or death.

Reasonable accommodations may include, but are not limited to: a transfer; reassignment; modified work schedule; change in work telephone number; permission to carry telephone at work; change in work station; installed lock; assistance in documenting domestic violence, sexual assault, stalking or another qualifying act of violence that occurs at the workplace; implemented safety procedures; any other adjustment to a job structure,

workplace facility or work requirement in response to domestic violence, sexual assault, stalking or other qualifying act of violence, 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 Leave for Victims of Violence policy, Leave to Attend Judicial Proceedings Related to Certain Felonies policy and/or Leave to Attend Court Proceedings for Serious Crimes policy. Employees should consult those policies and/or the Human Resources Department 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 or the employee's family member is a victim and may request recertification every six months. Any of the following will be considered sufficient certification: a police report indicating the employee or the employee's family member was a victim; a court order protecting or separating the employee or the employee's family member from the perpetrator, or other evidence from a court or prosecuting attorney that the employee or the employee's family member 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 or the employee's family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence; or any other form of documentation that reasonably verifies that the qualifying act of violence 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 an accommodation.

The Company will keep all information submitted in connection with an employee's request for an 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.

The Company will not discriminate or retaliate against any employee because of the employee's or their family member's status as a victim, 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 Human Resources Department.

### **Accommodation for Drug or Alcohol Treatment or Rehabilitation**

SterlingRisk 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 the Human Resources Department.

## **General Employment Practices**

### **Time Off and Leaves of Absence**

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

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 (FMLA). If both the CFRA and 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);
- 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.

"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
    - 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 workweeks of CFRA leave in a 12-month period. The applicable "12-month period" used by the Company is the 12-month period as a rolling 12-month period measured forward from the date an employee uses any leave under this policy

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 FMLA. 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 half days.

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. Please contact the Human Resources Department prior to scheduling medical treatment.

If CFRA Leave is taken intermittently or on a reduced schedule basis due to planned medical treatment, the Company may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If 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 Human Resources Department 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 should provide notice prior to their leave.

Employees who need CFRA leave that is foreseeable due to a 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 The Human Resources Department. 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.

## **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 the Human Resources Department.

## **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-workweek 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.

Employees may choose to use accrued paid time off (PTO), to the extent permitted by law and the Company's policy. If employees elect to have wage-replacement benefits and accrued paid leave integrated, the integration may be arranged such that employees will receive no greater compensation than their regular compensation during this period.

## **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 a 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 will 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:
  - 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 Human Resources Department.

## **Additional Information**

Employees who have questions about this policy should contact the Human Resources Department.

### **Paid Sick Leave (Lump Sum Method)**

The Company provides sick leave to eligible employees in compliance with California's Healthy Workplaces, Healthy Families Act (HWHFA).

### **Eligibility**

All employees working in California for the Company are eligible to receive sick leave under this policy.

### **Annual Grant of Leave**

The Company provides an initial grant of sick leave of 40 hours or the equivalent of five workdays (based on the employee's work schedule), whichever is greater, on their first calendar day of employment with the Company or their date of eligibility under this policy, whichever is later, and an annual grant at the beginning of each benefit year thereafter

Sick leave that remains unused at the end of a benefit year will be lost and will not carry over from one year to the next.

Employees can determine the amount of sick leave available for use by reviewing ADP Time and Attendance.

### **Using Leave**

Newly hired employees cannot use sick leave until their 90th calendar day of employment with the Company.

Employees may use a maximum of the greater of 40 hours or the equivalent of five workdays (based on the employee's work schedule) of sick leave per benefit year.

Employees must use sick leave in an initial increment of at least one hour to cover all or part of a workday.

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 that an employee cannot work for the following reasons:

- The diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member.
- If the employee or the employee's family member is a victim of a qualifying act of violence and time off is needed to:
  - Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim, their child, or a family member;
  - Seek, obtain, or assist a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence;
  - Seek, obtain, or assist a family member to seek or obtain, services from a domestic violence shelter, program, rape crisis center, or victim services organization as a result of a qualifying act of violence;
  - Seek, obtain, or assist a family member to seek or obtain, psychological counseling or mental health services related to an experience of a qualifying act of violence;
  - Participate in safety planning and take other actions to increase safety from future qualifying acts of violence;
  - Relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or daycare;
  - Provide care to a family member who is recovering from injuries caused by a qualifying act of violence;
  - Seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence;
  - Prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; or
  - Seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

For purposes of this policy, "family member" means the employee's:

- Spouse;
- Registered domestic partner (as defined by state or local law);
- Child (including a biological, adopted or foster child, stepchild, legal ward, the child of a domestic partner or child to whom the employee stands *in loco parentis*);
- Parent (including a biological, adoptive or foster parent, stepparent, the parent of a spouse or domestic partner, or person who stood in *loco parentis* when the employee was a minor child);
- Legal guardian;
- Sibling;
- Grandparent;
- Grandchild; or a
- Designated person.

The definition of "child" applies regardless of the child's age or dependency status.

A "designated person" means a person identified by the employee at the time the employee requests sick leave.

For purposes of this policy, a "qualifying act of violence" means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime against the employee or their family member:

- Domestic violence;
- Sexual assault;
- Stalking; or
- An act, conduct, or pattern of conduct that includes any of the following:
  - In which an individual causes bodily injury or death to another individual;
  - In which an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or
  - In which an individual uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

### **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 reasonable advance notice of an absence from work to the Human Resources Department. If the need to use sick leave is unforeseeable, employees must provide notice to the Human Resources Department as soon as practicable.

The employee should include the anticipated duration of the absence, when possible.

In all circumstances, employees must specify that the time off is for leave reasons (as opposed to, for example, vacation), so that the absence may be designated as a sick leave absence.

### **Verification of Absence**

In general, employees will not be required to provide verification of the need for sick leave but may be required to provide documentation or certification of the absence under another applicable law like the federal Family and Medical Leave Act or the Americans with Disabilities Act. However, to the extent permitted by applicable law, the Company reserves the right to require a doctor's note or other verification of the employee's need for the absence when it has information indicating that the employee is not requesting paid sick leave for a valid purpose.

The Company will keep confidential health information of the employee or employee's family member, as well as information related to qualifying acts of violence perpetrated against the employee or their family member, 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 HWHFA. In addition, discipline, up to and including termination, may be taken against an employee who violates this policy's requirements concerning requesting, using, recording, verifying, and/or documenting use of sick leave.

### **Rate of Pay**

The rate of pay for sick leave will be calculated in accordance with applicable law

## **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 one year of employment ending, the employees previously granted but unused sick leave will be reinstated and made available for use in accordance with the HWHFA.

## **No Discrimination or Retaliation**

As long as the use of sick leave complies with the requirements of this policy and the HWHFA, 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 leave 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 Human Resources Department.

## **Leave for Victims of Violence**

The Company provides time off to any employee who is a victim, so that the employee may obtain or attempt to obtain relief.

For purposes of this policy, "victim" means an individual against whom a qualifying act of violence is committed. "Relief" includes, but is not limited to, a temporary restraining order, restraining order or other injunctive relief to help ensure the health, safety or welfare of the employee or the employee's family member.

For purposes of this policy, "family member" means the employee's child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person. For purposes of this policy, a "designated person" means an individual identified by the employee at the time the employee requests leave who is related to the employee by blood or whose association with the employee is the equivalent of a family relationship.

"Qualifying act of violence" means:

- Domestic violence;
- Sexual assault;
- Stalking; or
- An act, conduct, or pattern of conduct in which a third party:
  - Causes bodily injury or death to another individual;
  - Exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or
  - Uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

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 time off. Any of the following will be considered sufficient certification:

- A police report indicating the employee or the employee's family member was a victim;
- A court order protecting or separating the employee or the employee's family member from the perpetrator of the qualifying act of violence;
- Other evidence from a court or prosecuting attorney that the employee or the employee's family member 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 or the employee's family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence; or
- Any other form of documentation that reasonably verifies that the qualifying act of violence 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.

Additionally, an employee who is a victim or has a family member who is a victim may take time off for any of the following reasons:

- To seek or obtain, or assist a family member to seek or obtain, medical attention for injuries caused by a qualifying act of violence;
- To seek or obtain, or assist a family member to seek or obtain, services from a domestic violence shelter, program, rape crisis center or victim services organization or agency as a result of a qualifying act of violence;
- To seek or obtain, or assist a family member to seek or obtain, psychological counseling or mental health services related to an experience of a qualifying act of violence;
- To participate in safety planning and take other actions to increase safety from future qualifying acts of violence;
- To relocate or engage in the process of securing a new residence due to the qualifying act of violence (this includes securing temporary or permanent housing or enrolling children in a new school or childcare);
- To provide care to a family member who is recovering from injuries caused by a qualifying act of violence;
- To seek or obtain, or assist a family member to seek or obtain, civil or criminal legal services in relation to the qualifying act of violence;
- To prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; and
- To seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

If the reason for the leave is also covered by the federal Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), the leave pursuant to this policy and FMLA/CFRA will run concurrently. The total length of leave under this policy is limited to 12 weeks.

Employees may use accrued paid time off in order to receive compensation during the leave of absence.

Employees may also be entitled to a reasonable accommodation under the Company's Accommodation for Victims of Violence policy and to additional leave under the Company's Leave to Attend Judicial Proceedings Related to Certain Felonies policy and Leave to Attend Court Proceedings for Serious Crimes policy. Employees should consult those policies and/or the Human Resources Department for additional information.

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 or the employee's family member's status as a victim (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 the Human Resources Department.

### **Leave to Attend Judicial Proceedings Related to Certain Felonies**

SterlingRisk prohibits discrimination against an employee who wishes to take time off from work to attend judicial proceedings related to certain violent, serious or theft/embezzlement-related felonies committed against the employee, the employee's immediate family member, the employee's registered domestic partner or a child of the employee's registered domestic partner.

"Immediate family member" is defined as an employee's spouse, child, stepchild, sibling, stepsibling, parent or stepparent.

Before an employee may be absent from work to attend a judicial proceeding, the employee must give the employer a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee must provide, within a reasonable time after the absence, documentation evidencing the judicial proceeding from (1) the court or government agency setting the hearing; (2) the district attorney or prosecuting attorney's office; or (3) the victim/witness office that is advocating on behalf of the victim.

Confidentiality of the situation, including an employee's request for the time off, will be maintained to the greatest extent possible.

Employees may use accrued benefits, such as vacation time or sick leave, in order to receive compensation during the time taken off from work.

### **Vacation**

The vacation policy set forth in the Company's Employee Handbook applies to employees in California except as follows.

In California, vacation accrues on a pro-rata basis.

The Company will pay employees for any accrued but unused vacation at termination of employment in accordance with applicable law.

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

#### **Pregnancy Disability Leave**

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 (FMLA), the 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 Employees Affected by Pregnancy**

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 other 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.

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 a 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. Leave taken intermittently may be taken in increments of no less than ½ day.

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 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 maintain an employee's health insurance benefits during an employee's pregnancy disability leave for a period of up to four months (as defined above) on the same terms as they were provided prior to the leave time. If 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.

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

## **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 time. During pregnancy disability leave, employees will continue to accrue seniority to the same extent and under the same conditions as would apply to any other unpaid disability leave provided for reasons other than pregnancy disability.



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 Human Resources Department [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 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 Human Resources Department.

## **Family Military Leave**

Employees may take up to 10 days of unpaid leave if they work an average of 20 or more hours per week and their spouse (including a same-sex spouse) or registered domestic partner is on leave from deployment as a member of: (1) the Armed Forces of the United States deployed to an area of military conflict designated as a combat theater or combat zone by the President of the United States; or (2) the National Guard or Reserves deployed during a period of military conflict. For purposes of this policy, "military conflict" includes "a period of war declared by the United States Congress" or a period of deployment for which a member of the Reserves is ordered to active duty either by the Governor or the President of the United States.

Employees must provide the Company with notice of their intention to take leave within two business days of receiving official notice that their spouse or registered domestic partner will be on leave from deployment. The Company may also request that employees submit written documentation certifying that their spouse or registered domestic partner will be on military leave from deployment during the time of the requested leave.

Eligible employees may use all available accrued paid leave, such as vacation and paid time off, during a period of unpaid family military leave. Leave taken under this policy will not affect an employee's right to any other benefits.

The Company will not discriminate against, or tolerate discrimination against, any employee who requests and/or takes leave under this policy.

### **School or Child Care Activities Leave**

An employee who is a parent to one or more children who are of the age to attend a licensed child care provider, kindergarten or grades one to 12 may take up to 40 hours of leave per year to participate in any of the following:

- Finding, enrolling or reenrolling the child in a school or with a licensed child care provider;
- Participating in school or child care-related activities; or
- Addressing a child care provider or school emergency.

"Parent" includes a parent, guardian, stepparent, foster parent or grandparent of, and a person who stands in the place of a parent (*in loco parentis*) to, a child.

Time off for reasons other than a child care provider or school emergency is limited to eight hours per calendar month. A "child care provider or school emergency" occurs when the child cannot remain in school or with a child care provider due to one of the following:

- 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 that the child be picked up from school or child care;
- Behavioral or discipline problems;
- Closure or unexpected unavailability of the school or child care provider (excluding planned holidays); and
- A natural disaster (e.g., fire, earthquake or flood).

Employees wishing to take time off for a planned absence (e.g., to participate in scheduled school or child care provider activities or enroll a child in school or with a child care provider) must provide reasonable advance notice to their supervisor or the Human Resources Department. Employees needing time off to address a child care provider or school emergency must provide notice to their supervisor or the Human Resources Department as soon as practicable.

The Company may require employees to provide documentation from the school or child care provider verifying that the employee participated in the school or child care activity, including the date and time of the activity.

If both parents of a child work for SterlingRisk, only one parent - the first to provide notice - may take the time off, unless SterlingRisk approves both parents taking time off simultaneously.

Employees must substitute any existing vacation time or other accrued paid time off (PTO) for any part of this leave. Employees who do not have vacation time or PTO available will be allowed time off without pay.

## **School Discipline Leave**

Employees who are the parent or custodial guardian of a child in kindergarten or grades one through 12 may take time off when required, in accordance with California law, to attend a portion of a school day in the classroom of their child or ward because that child has been suspended.

To be eligible for leave, the employee must provide advance notice that their appearance at the school has been requested.

The Company may require employees to provide documentation, including a copy of the school's notice or some other certification stating that the employee's presence at the school is mandatory.

Employees needing to take such leave may utilize their existing vacation time or other accrued paid time off.

School visits for other purposes may be covered under the Company's School or Child Care Activities Leave policy.

The Company will not terminate, threaten, demote, suspend or in any other manner discriminate against an employee because they take time off in accordance with this policy.

## **Organ Donor Leave**

Eligible employees who undergo a medically necessary procedure to donate an organ to another person will be provided with up to 30 workdays off without a loss in pay, and an additional 30 workdays off without pay, in any one-year period. For purposes of this policy, a "one-year period" is 12 consecutive months from the date the employee's leave begins. Employees may take leave in one or more periods, as long as the leave does not exceed 60 days in any one-year period.

Employees are eligible for leave if they have worked for the Company for at least 90 continuous days prior to the start of their leave.

Employees who seek leave under this policy must provide written verification detailing the purpose and length of leave, including the medical necessity for the donation.

Employees must use all available accrued sick, vacation or paid time off (PTO) concurrently with organ donor leave for up to two weeks of the 30-workday paid leave period. Any days of the paid donor leave period for which accrued sick, vacation or PTO time is either not available or not required will be paid by the Company, up to 30 workdays.

Use of organ donor leave will not be counted against any available leave under the federal Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), if applicable. Leave under this policy is also not considered a break in service for purposes of salary adjustments, sick leave, vacation, PTO, annual leave or seniority.

During organ donor leave, the Company will maintain all group health insurance benefits as if the employee was still at work.

In most circumstances, upon return from leave, an employee will be reinstated to their original job or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. However, an employee

has no greater right to reinstatement than if they did not take a leave. For example, if an employee on organ donor leave would have been laid off had they not taken a leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

The Company will not retaliate or tolerate retaliation against any employee for requesting or taking organ donor leave in accordance with this policy.

## **Military Leave**

In addition to the federal protections included in the Company's 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 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 a 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 service military 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 Human Resources Department.

### **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 Human Resources Department 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.

"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.

All time off taken under this policy is unpaid, except that exempt employees will be paid when required under applicable 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.

### **Jury and Witness Duty Leave**

The Company encourages all employees to fulfill their civic responsibilities and to respond to jury service summonses or subpoenas, attend court for prospective jury service or serve as a juror or witness under court order. Under no circumstances will employees be terminated, coerced, discriminated against, retaliated against or otherwise penalized because they request or take leave in accordance with this policy.

Employees must notify their supervisor of any jury summons or subpoena or court order within a reasonable time after receipt and before their appearance is required. Verification from the court clerk of having served or appeared may be required.

Time spent engaged in attending court for prospective jury service or for serving as a juror or witness is not compensable except that exempt employees will not incur any reduction in pay for a partial week's absence due to jury or witness duty. Employees may use vacation, personal leave or compensatory time off that is otherwise available to the employee for time spent responding to a summons and/or subpoena, for participating in the jury selection process or for serving on a jury or as a witness

An employee is expected to report or return to work for the remainder of the work schedule when dismissed from jury or witness duty.

### **Time Off to Vote**

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

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

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

### **Election Officer Leave**

The Company will not terminate, suspend or otherwise discriminate against employees who miss work to serve as an election officer on Election Day.

Time off under this policy will be unpaid.

The Company asks that employees provide reasonable advance notice of the need for time off to serve as an election official, so that the time off can be scheduled to minimize disruption to normal work schedules.

Proof of having served as an election official may be required.

## **Pay Practices**

### **Discussion of Wages**

No employee is prohibited from disclosing the amount of their wages. The Company will not terminate, demote, suspend or otherwise discriminate or retaliate against an employee who makes such a disclosure or because an employee exercises their rights, or aids or encourages other employees in exercising their rights, under the California Equal Pay Act.

This policy does not require disclosure of wages.

### **Meal and Rest Periods**

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

#### ***Meal Periods***

The Company provides at least a 30-minute meal period to employees who work more than five hours in a work period and a second 30-minute meal period to employees who work more than 10 hours in a work period, unless they have elected to waive a meal period in accordance with the Company's policy and state law. Under certain circumstances, employees can voluntarily elect to waive a meal period. Reach out Human Resources to discuss waiver of meal periods.

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

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

The Company provides meal periods as follows:

<b>Number of Hours Worked in a Work Period</b>	<b>Number of Meal Periods Provided</b>	<b>Comments</b>
0 to $\leq$ 5.0	0	An employee who does not work more than five hours in a work period is not provided with a meal period.

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

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

### ***Rest Periods***

Non-exempt employees are authorized and permitted to take a 10-minute paid rest period for every four hours worked, or major fraction thereof. Employees are relieved of all of their duties during rest periods and are allowed to leave the premises. The Company authorizes and permits rest periods as follows:

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



Number of Hours Worked in a Work Period	Number of 10-Minute Rest Periods	Comments
<i>Non-exempt employees who work more than 14 hours in a work period may be entitled to additional rest periods.</i>		

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

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

### ***Responsibilities***

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

Any non-exempt employee who is not provided with a meal period or authorized and permitted to take a rest period in accordance with the terms of this policy is immediately entitled to a meal or rest period premium. Supervisors or the Human Resources Department will be responsible for authorizing meal or rest period premiums. Any supervisor who knows or should reasonably know that a meal or rest period was not provided in accordance with this policy should arrange for a premium to issue to the employee. Employees are responsible for reporting to their supervisor any meal period that was not provided or any rest period not authorized and permitted where the supervisor would have no reason to otherwise know of this fact. Employees who feel they are owed a premium as a result of this policy, but have not received the premium, should report the missing premium immediately to their supervisor or the Human Resources Department.

### **Lactation Accommodation**

Employees have the right to request lactation accommodation. SterlingRisk 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 or the Human Resources Department 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, unless doing so would impose an undue hardship on the Company's operations; in which case the Company will still make reasonable efforts to provide an employee with the use of a room or other location, other than a toilet stall, in close proximity to the employee's work area, for the employee 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 supervisor or the Human Resources Department.

Any nonexempt employee who is not provided with a break as requested to express milk should immediately contact the Human Resources Department.

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

Employees who wish to request lactation accommodation should speak to Human Resources. 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.

## **Employee Benefits**

### **Family Leave Insurance**

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

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

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

## **Amount and Duration of Benefits**

The weekly benefit amount is generally either 70 or 90 percent of the employee's earnings (depending upon the employee's income), with benefits capped at a state-imposed maximum weekly benefit amount. Employees may receive up to eight weeks of PFL benefits during a 12-month period, but may not receive more benefits than earned in wages during the base period for calculating benefits (generally, the 12 months prior to the quarter in which the claim is made).

When applicable, PFL benefits will run concurrently with leave time available under the California Family Rights Act and the federal Family and Medical Leave Act. Employees may use any accrued but unused sick leave prior to receiving PFL benefits.

## **Temporary Disability Insurance Program**

California employees who are temporarily disabled by a non-work-related injury or illness (including disability due to pregnancy-related conditions) may be eligible to receive benefits through the California State Disability Insurance (SDI) program. Employees may also be eligible for SDI if they return to work on a reduced basis while recovering from a disability, if they are transferred to a lower-paying job position due to their disability, or when they are receiving temporary workers' compensation at a rate less than the daily SDI benefit amount.

To be eligible for SDI benefits, employees must have earned at least \$300 from which SDI deductions were withheld during their base period (generally, the 12 months prior to the quarter in which the claim is made).

SDI benefits are not paid during the first seven consecutive days of any period of disability. SDI benefits begin on the eighth consecutive day of a disability and may continue being paid up to a maximum of 52 weeks or the amount of wages earned in the employee's base period for calculating benefits, whichever is less. The weekly benefit amount is generally 60 or 70 percent (effective January 1, 2025, either 70 percent or 90 percent) of the employee's earnings (depending upon the employee's income), with benefits capped according to a state-imposed maximum weekly benefits amount.

Employees will generally not be eligible to receive SDI benefits if they are receiving workers' compensation, permanent disability, or unemployment. Employees cannot collect both SDI benefits and California Paid Family Leave (PFL) benefits concurrently. However, employees may use any accrued but unused vacation or sick leave prior to receiving SDI benefits.

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

Employees must file their claim for SDI benefits no later than 49 days after becoming disabled. Employees will also be required to provide certification of the disability from a health care provider. Employees may file a claim for SDI benefits with the California Employment Development Department (EDD) through [SDI Online](#) or, for employers with an approved voluntary plan, contact Human Resources.

## Receipt & Acknowledgment of California State Addendum

As an employee of the Company, I acknowledge the following:

- I have received a copy of the California State Addendum. I understand that the Employee Handbook contains important guidelines and information about the organization's policies, work rules and my benefits, and that it does not necessarily represent all the policies and practices of the organization. I also understand that I have the responsibility to read and understand the information in the Handbook, and the California State Addendum, and to ask my supervisor or the Human Resources Department for clarification of any information I do not understand.
- I understand that this Handbook and the California State Addendum is not a contract of employment, express or implied, or a guarantee of specific treatment in specific situations. I understand that neither this Handbook nor any representation made by a management representative at the time of hire or subsequently is to be interpreted as a contract between the Company and its employees. I understand that the Employee Handbook and the California State Addendum supersedes all prior Handbooks, policies and understandings on the subjects contained in it.
- I understand that the organization has the right to change, modify, add to, substitute, or eliminate, interpret, and apply, in its sole judgment, the policies, rules and benefits described in this Handbook. I understand that the Company CEO is the only person who is authorized to make changes in the policies, rules and benefits described in this Handbook and that all such changes must be in writing to be valid. I understand that should the content be changed in any way; the organization may require an additional signed acknowledgment from me to indicate that I am aware of the changes. I also understand that the CEO is the only person who will ever have the authority to enter into an employment contract, and that all such contracts must be in writing and signed by both parties to be valid.
- I understand that my employment relationship with the organization is at-will, regardless of the length of my employment or the granting of benefits of any kind, which means that either the organization or I can terminate the relationship at any time, with or without reason or notice, unless otherwise stated in a written employment contract,
- By my signature below, I further understand, acknowledge, accept, and consent to all Company policies within this Employee Handbook and California State Addendum and those posted on the Company's intranet, STRIVE, including Workplace Monitoring, Anti-Sexual Harassment and Anti-Discrimination Policy.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee's Name: \_\_\_\_\_