



# **Employee Handbook Supplement: Massachusetts**

# Massachusetts Supplement

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## **General Information**

### **About This Massachusetts Supplement**

SterlingRisk is committed to workplace policies and practices that comply with federal, state and local laws. For this reason, Massachusetts employees will receive the Company's Employee handbook and the Massachusetts Supplement to the Employee Handbook.

The Massachusetts Supplement, however, applies only to Massachusetts employees. It should be read together with the Employee Handbook and, to the extent that the policies in the Massachusetts Supplement, or what is required under Massachusetts or local law are different from, or more generous than those in the Employee Handbook, the policies in the Massachusetts Supplement or required under applicable law will apply.

The Massachusetts 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**

As set forth in the Employee Handbook, SterlingRisk is committed to equal employment opportunity and compliance with federal antidiscrimination laws. We also comply with Massachusetts law, which prohibits discrimination and harassment against any employees or applicants for employment based on race, color, natural or protective hairstyle, religious creed, sex (including pregnancy, childbirth and related medical conditions), gender identity, sexual orientation, national origin or ancestry, physical or mental disability, age (40 and over), military status, veteran status, certain criminal records, genetic information or testing, HIV testing, a personal admission to a facility for the care and treatment of a mentally ill person and taking of maternity leave. The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law.

The Company also will not discriminate or retaliate against an employee because the employee provided evidence in connection with a claim for unemployment benefits or testified at any unemployment hearing.

### **Sexual and Other Unlawful Harassment**

SterlingRisk is committed to providing a work environment free of harassment. The Company complies with Massachusetts law and maintains a strict policy prohibiting sexual harassment and harassment against employees or applicants for employment based on race, color, religious creed, sex (including pregnancy, childbirth and related medical conditions), gender identity, sexual orientation, national origin or ancestry, physical or mental disability, age (40 and over), military status, certain criminal records, genetic information or testing, HIV testing, a personal admission to a facility for the care and treatment of a mentally ill person and taking of maternity leave.

The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law.

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

Any employee who believes that they have been harassed or discriminated against should provide a written or verbal report to their supervisor, another member of management or the Human Resources Department as soon as possible. The responsibility to investigate complaints of harassment has been assigned to the Chief Human Resources Officer or HR Department. Employees who believe they have been harassed or discriminated against may also file a formal complaint with either or both of the government agencies listed below:

- The Massachusetts Commission Against Discrimination (MCAD) is the state agency responsible for handling complaints of harassment, including sexual harassment. The MCAD can be reached at the following locations:
  - Boston Office: One Ashburton Place, Sixth Floor, Room 601, Boston, MA 02108; telephone number (617) 994-6000.
  - Springfield Office: 436 Dwight Street, Second Floor, Suite 220, Springfield, MA 01103; telephone number (413) 739-2145.
  - Worcester Office: 18 Chestnut Street, Room 520, Worcester, MA 01608; telephone number (508) 453-9630.
- The Equal Employment Opportunity Commission (EEOC) is the federal agency that investigates harassment claims, including claims of sexual harassment. The EEOC can be reached at:
  - John F. Kennedy Federal Building, Government Center, 475 Government Center, Boston, MA 02203, telephone number (800) 669-4000.

Complaints filed with the MCAD and the EEOC must be filed within 300 days of the incident giving rise to the claim.

## **Political Opinions**

The Company will not terminate or threaten to terminate an employee or take other adverse action for the purpose of influencing the employee's vote in an election or political contribution. The Company also will not attempt to influence employee votes by promising higher wages or other incentives in the terms and conditions of employment.

## **General Employment Practices**

### **Access to Personnel Files and Wage Records**

Employees may review or obtain a copy of their personnel file, generally not more than two times per calendar year, by submitting a written request to the Human Resources Department. The review will take place in the presence of a company representative during normal business hours.

Employees who disagree with any of the information contained in their personnel file should notify the Human Resources Department. If an employee and the Company cannot agree to remove or correct the specified

information, the employee can submit a written statement explaining their position regarding the disputed information. The statement will be maintained as part of the employee's personnel file and included in any disclosure to a third party.

Upon request, employees will also be allowed to inspect certain paper or electronic wage records maintained by the Company. Such records include the amount of pay per pay period, hours worked, rate of pay, vacation pay, and deductions from wages. These records are maintained by the Company for at least three years after entry. Employees will be allowed to inspect such wage records at a reasonable time and place. Upon request, employees will be provided with a copy of the wage records within 10 business days.

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

### **Paid Family and Medical Leave**

In accordance with the Massachusetts Paid Family and Medical Leave Law (MPFMLL), eligible employees may be entitled to a leave of absence with partial wage replacement benefits from the Department of Family and Medical Leave (Department) to care for a family member with a serious health condition, care for their own serious health condition, bond with a new child, care for a family member who is a covered servicemember or assist with obligations that arise when a family member is called into active military service.

### **Eligible Employees**

This policy applies to eligible Massachusetts-based employees, including full-time, part-time, permanent and seasonal workers. To be eligible for paid family and medical leave (PFML), employees must meet the financial eligibility requirements established by the Department, not the Company.

### **Contributions**

PFML benefits are funded by both a Company contribution and an employee contribution. Employee contributions are made through payroll deductions, and the amount of the contribution depends on the employee's eligible wages. The maximum deduction amount will be adjusted periodically by the Department. The amount of any deduction taken will be reflected on an employee's paystub.

### **Reasons For and Length of Leave**

An eligible employee may be entitled to take PFML up to a maximum of:

- 12 weeks of PFML in a benefit year for the birth, adoption or foster care placement of a child; to care for a family member with a serious health condition; or due to a qualifying exigency arising because a family member is on active duty or has been notified of an impending call to active duty in the United States Armed Forces.
- 20 weeks of PFML in a benefit year to attend to their own serious health condition.
- 26 weeks of PFML in a benefit year to care for a family member who is a covered service member undergoing medical treatment or otherwise addressing consequences of a serious injury or illness related to the family member's military service.

An employee is allowed a maximum of 26 weeks of PFML, in the aggregate, in a benefit year.

### *Definitions*

- **"Benefit year"** means the period of 52 consecutive weeks beginning on the Sunday immediately preceding the first day of PFML.
- **"Child"** means a biological, adopted or foster child, a stepchild or a legal ward; a child to whom the covered individual stands *in loco parentis*; or a person to whom the covered individual stood *in loco parentis* when the person was a minor child.
- **"Family Member"** means the spouse, domestic partner, child, parent or parent of a spouse or domestic partner of the covered individual; a person who stood *in loco parentis* to the covered individual when the covered individual was a minor child; or a grandchild, grandparent or sibling of the covered individual.
- **"Parent"** means a biological, adoptive, step- or foster parent.
- **"Qualifying Exigency"** means a need arising out of the employee's family member's active duty service or notice of an impending call or order to active duty in the Armed Forces (e.g., providing for the care or other needs of the military member's child or other family member, making financial or legal arrangements for the military member, attending counseling, attending military events or ceremonies, spending time with the military member during a rest and recuperation leave, or making arrangements following the death of a military member).
- **"Serious Health Condition"** means an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical facility or continuing treatment by a health care provider.
- **"Sibling"** means a biological or adoptive sibling, or a stepsibling.

## **Wage Replacement Benefits**

Eligible employees may receive wage replacement benefits directly from the Department. The amount of wage replacement benefits is calculated based on the employee's average weekly wage in relation to the state average weekly wage and is capped at a maximum weekly benefit amount that is adjusted annually.

For certain types of PFML, there is a seven-day unpaid waiting period before benefits are payable. Employees may use available vacation, sick leave (if applicable) or other paid time off during any applicable unpaid waiting period. The unpaid leave during the initial waiting period counts against an employee's maximum PFML entitlements, as outlined above.

## **Health Benefits**

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

## **Intermittent Leave**

Under some circumstances, employees can take PFML on an intermittent basis (i.e., taking leave in separate blocks of time) or on a reduced schedule basis (i.e., reducing the employee's normal weekly or daily work schedule). An employee may take PFML intermittently or on a reduced schedule basis to care for their own or a family member's serious health condition or to care for a family member who is a covered service member, if a health care provider determines it is medically necessary. If an employee requests intermittent or reduced schedule PFML for their own serious health condition, the Company may request additional information and will work with the employee to identify a schedule for leave that meets the employee's needs without unduly interrupting the Company's business operations (subject to the approval of the employee's health care provider).

In the case of PFML for the birth, adoption or foster care placement of a child, the Company will consider requests to take leave intermittently or on a reduced schedule on a case-by-case basis depending upon the needs of the Company.

Employees may take PFML on an intermittent or reduced schedule basis when leave is due to a qualifying exigency.

PFML can be taken in increments of ½ or full days. Taking leave intermittently or on a reduced leave schedule will result in a proportionate reduction in the employee's available allotment of leave. Employees cannot apply for payment of benefits for intermittent PFML until they have accumulated eight hours of leave time or until 30 calendar days following the first use of intermittent leave, whichever comes first.

Employees seeking intermittent PFML must notify the Department and the Company of their intermittent leave schedule. Employees who are approved for and use intermittent leave and fail to work in accordance with that agreed-upon schedule may be subject to discipline. If an employee's use of intermittent PFML is inconsistent with the Department's approval, the Company may also request additional information in support of the need for leave.

### **Applying For PFML Benefits**

Employees must file claims for PFML benefits directly with the Department using the Department's forms. Applications may be submitted using the Department's online system at [www.mass.gov/DFML](http://www.mass.gov/DFML), and may be submitted starting 60 days prior to the anticipated start date of the PFML period. Applications must be submitted no later than 90 days after the start of the PFML period unless the employee establishes good cause.

### **Requesting PFML**

Employees must provide at least 30 days' advance written notice to the Company. Employees requesting notice must email Human Resources and specify the type of leave, the anticipated starting date of the leave, the anticipated length of the leave and the expected date of return.

If an employee is unable to provide 30 days' notice due to circumstances beyond their control, the employee must provide notice as soon as practicable. Failure to provide timely notice may result in a denial or delay in an employee's receipt of PFML. A request for an extension must be filed 14 calendar days prior to the expiration of the original approved leave, unless the Department determines that good cause for the delay is shown.

Employees who are planning medical treatment should consult with the Company in advance of an application to the Department and make a reasonable effort to schedule the treatment so that it will not unduly disrupt the Company's business operations, subject to approval from the employee's health care provider.

The Company will treat any medical or health information as confidential and will not disclose such information except with the permission of the employee requesting leave, unless disclosure is otherwise required by law.

**The Department may deny an application for PFML benefits if proper notice is not made to the Company as described above.**

### **Return to Work**

An eligible employee who takes PFML and returns to work on or before the approved leave's end date will be entitled to return to their former job or to an equivalent job with the same status, pay, employment benefits, length-of-service credit and seniority as of the date of leave. Upon reinstatement, taking PFML does not affect an employee's previously held right to accrue vacation time, sick leave, bonuses, advancement, seniority, length-of-service credit or other employment benefits, plans or programs.

The Company may deny restoration to any employee if:

- Other employees of equal length of service credit and status in the same or equivalent positions have been laid off due to economic conditions or other changes in operating conditions; or
- The contract for employment for which the employee was hired has concluded and the Company would not have otherwise continued to employ the employee.

### **Coordination With Other Leaves and Benefits**

Leave taken under the MPFMLL will run concurrently with leave taken under the Massachusetts Parental Leave Act (MPLA), the federal Family and Medical Leave Act (FMLA) and any disability plan or employer paid family and medical leave program when the leave is for a qualifying reason under the other law, plan or program. In no case will the combined pay an eligible employee receives through any wage-replacement program(s), including PFML benefits and any Company-provided paid family and medical leave program, exceed the employee's average weekly wage. Additionally, all wage-replacement benefits will be fully integrated to avoid duplication of benefits, to the fullest extent permitted by state or federal law.

Employer policy governs the employee's use of available vacation, sick leave or other accrued paid time off benefits to supplement their PFML benefit to receive their full average weekly wage during some or all of the PFML.

### **Fraudulent Use of PFML Prohibited**

Employees who fraudulently obtain PFML benefits will not receive the protections and benefits provided by the law and may be required to repay any benefits received.

### **Protected Rights**

The Company takes its PFML obligations very seriously and will not interfere with, restrain or deny the exercise of any right protected under the MPFMLL. The Company will not discriminate or retaliate against any individual because they use or request leave in accordance with this policy, file a complaint or institute a proceeding related to the MPFMLL, testify or provide information in an inquiry or proceeding related to the MPFMLL, or otherwise exercise their rights under the MPFMLL. If an employee believes that their MPFMLL rights have been violated in any way, they should immediately report the matter to the Human Resources Department.

Employees may also contact the Human Resources Department with questions regarding paid family and medical leave or benefits.

### **Paid Sick Leave [Lump Sum Method]**

The Company provides eligible employees with sick leave pursuant to the Massachusetts Earned Sick Time Law (ESTL).



## **Eligibility**

All employees whose primary place of work for the Company is in Massachusetts are eligible to receive sick leave under this policy.

## **Annual Grant of Leave**

The Company provides an annual grant of 40 hours of sick leave to employees on their first day of employment with the Company or on their date of eligibility under the ESTL, whichever is later, and at the beginning of each calendar 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.

## **Using Leave**

Employees cannot use sick leave until their 90<sup>th</sup> calendar day of employment with the Company. After that, employees] may use sick leave when granted.

Employees may use a maximum of 40 hours of sick leave per benefit year.

Employees must use sick leave in ½ day or full day increments, 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 employee's mental or physical illness, injury or health condition that requires home care, professional medical diagnosis or care, or preventative medical care, or routine medical appointment.
- A family member's mental or physical illness, injury or health condition that requires home care, professional medical diagnosis or care, or preventative medical care, or routine medical appointment.
- To address the psychological, physical or legal effects of domestic violence against the employee or the employee's child.
- To travel to and from an appointment, a pharmacy, or other location related to the purpose for which the sick leave was taken.
- To address the employee's own physical and mental health needs, and those of their spouse, if the employee or the employee's spouse experiences pregnancy loss or a failed assisted reproduction, adoption, or surrogacy.

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

- Spouse;
- Child; or
- Parent.

## **Notice Required**

If the need to use sick leave is foreseeable, such as for prescheduled medical appointments and court dates in domestic violence cases, employees must make a good-faith effort to provide at least 2 days advance notice of an absence from work to their direct manager and to Human Resources. If the need to use sick leave is unforeseeable, employees must provide notice to their manager or Human Resources before they use sick leave, or otherwise as soon as practicable. Employees may provide notice by email, phone or text.

When notifying the Company of the need to use sick leave, an employee should include the anticipated duration of the absence, when possible.

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

According to the Company's timekeeping policies, employees should record their use of sick leave in ADP either before their absence or upon their return to work.

## **Verification of Absence**

The Company may require verification of the employee's need for sick leave. Additionally, the Company may require a doctor's note or other documentation of the employee's need for sick leave when the absence:

- Exceeds three consecutive scheduled workdays;
- Exceeds 24 consecutive scheduled work hours;
- Occurs within two weeks before an employee's final scheduled day of work before termination of employment, except in the case of temporary employees;
- Occurs after four unforeseeable and undocumented absences within a three-month period; or
- For employees aged 17 and under, occurs after three unforeseeable and undocumented absences within a three-month period.

Depending on the circumstances, documentation may include a doctor's note (for an employee's or their family member's health condition); police report, court document, or court order of protection (indicating domestic violence); and/or other verification as permitted by applicable law.

The Company will keep confidential any documentation or verification information provided regarding leave use, in accordance with federal, state and local law.

## **Discipline for Unprotected Use of Leave**

Discipline, up to and including termination, may be taken against an employee who:

- Uses sick leave for a purpose not covered by, or in a manner not consistent with, the ESTL; or
- 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 12 months of employment ending, the employee's previously unused sick leave balance will be reinstated and made available for use in accordance with the ESTL.

## **No Discrimination or Retaliation**

As long as the use of sick leave complies with the requirements of this policy and the ESTL, the Company will not count employees' use of sick leave as an absence or "occurrence" under any Company attendance policy. Therefore, any such use of sick leave will not lead to or result in discipline, demotion, suspension or termination.

The Company will not retaliate or discriminate against any employee for requesting or using sick leave for authorized circumstances; making a complaint or informing a person about a suspected violation of this policy; cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation; opposing any policy or practice prohibited by any sick and safe time or mandatory paid leave law; or informing any person of their potential rights under the law.

## **Additional Information**

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

## **Parental Leave**

Eligible full-time employees working in Massachusetts are entitled to take up to eight weeks of unpaid leave per child for the:

- Birth of a child; or
- Adoption of a child under 18 years of age or under 23 years of age if the child is mentally or physically disabled.

If both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a combined total of eight workweeks off for the birth or adoption of the same child.

## **Eligibility**

Employees are eligible for leave under this policy if they are full-time and have completed the initial probationary period of 90 days. Employees are eligible for leave under this policy if they are full-time and have been employed by the Company for at least three consecutive months.]

## **Notice of Leave**

Employees must give at least two weeks' notice of their anticipated date of departure and their intention to return to work. If the need for leave arises under circumstances that, for reasons beyond the employee's control, do not allow for two weeks' notice, employees must give notice as soon as practicable.

## **Compensation and Benefits During Leave**

Parental leave will be without pay, unless an employee chooses to use accrued paid vacation, personal, medical and/or sick leave concurrently with all or part of the unpaid parental leave. Sick leave may only be used during portions of the parental leave that qualify for leave under the Company's sick leave policy, however. The Company will not require an employee to use accrued paid vacation or sick leave concurrently with any part of a parental leave. However, if an employee's parental leave qualifies as leave under the federal Family and Medical Leave Act, the two leaves will run concurrently.] Eligible employees may apply for disability benefits related to their childbirth and/or pregnancy-related disabilities under the same terms and conditions that apply to other medical disabilities.

Parental leave will not affect the employee's rights to receive vacation time, sick leave, and other benefits for which the employee was eligible at the commencement of their leave.

### **Return to Work**

At the conclusion of parental leave, employees will be reinstated to their previous position or to a similar position with the same status, pay, length of service credit and seniority as of the date of their leave, unless other employees of equal seniority and status in the same or a similar position were laid off due to economic conditions or other changes in operating conditions during the employee's parental leave. However, employees returning from parental leave do retain any preferential consideration for another position to which they may be entitled as of the date of the leave.

If an employee requests and is granted an extension of parental leave beyond eight weeks, and if this extension is not covered by any other law such as the federal Family and Medical Leave Act (FMLA), the employee's job will be not protected beyond the initial eight-week period. Under these circumstances, the Company provides no assurance the employee will be restored to their previous position or a similar position when the extension expires.

### **Anti-Discrimination**

The Company will not discriminate or retaliate against employees because they request or take leave in accordance with this policy.

### **Small Necessities Leave**

Employees eligible for leave under the Company's Family and Medical Leave policy, as set forth in the Employee Handbook, may take an additional 24 hours of unpaid leave during a 12-month period in order to:

- Participate in school activities directly related to the educational advancement of their children (such as parent-teacher conferences and interviewing for new schools);
- Accompany their children to routine medical and dental appointments (such as check-ups or vaccinations);  
or
- Accompany "elderly relatives" (meaning individuals who are at least 60 years old and related to the employee by blood or marriage) to medical or dental appointments or appointments for other professional services related to the elder's care (such as nursing home interviews).

### **Notice of Leave**

When foreseeable, employees must request leave no less than seven days in advance. If the need for the leave is not foreseeable, the employee must request the leave as soon as practicable under the circumstances. The request must be supported by a written statement from the employee certifying the date and reason for the requested time off.

## **Terms of Leave**

Leave under this policy can be taken intermittently or on a reduced-schedule basis

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

## **Abuse Victim Leave**

Employees who are victims of abusive behavior, or who have a family member who is a victim of abusive behavior, may take up to 15 days of [PTO or unpaid] leave within a 12-month period to address issues related to the abuse. For purposes of this policy, "abusive behavior" includes domestic violence, stalking, sexual assault and kidnapping and includes conduct by a current or former spouse; a person with whom the employee or covered family member shares a child; a person cohabitating with or who has cohabitated with the employee or covered family member; a person related by blood or marriage to the employee or covered family member; or a person with whom the employee or covered family member has or had a dating relationship.

An employee who is the perpetrator of the abusive behavior is not eligible for leave under this policy.

"Covered family members" include the employee's spouse; a person in a dating or engagement relationship with the employee and who resides with the employee; someone having a child in common with the employee; a parent, stepparent, child, stepchild, sibling, grandparent, grandchild or someone in a guardianship relationship with the employee.

Leave taken under this policy must be used to address issues directly related to the abusive behavior, such as to:

- Seek or obtain medical attention;
- Receive counseling, victim services or legal assistance;
- Secure housing;
- Obtain a protective order from a court;
- Appear in court or before a grand jury;
- Meet with a district attorney or other law enforcement official; or
- Attend child custody proceedings.

Employees may take up to 15 days of leave within a 12-month period. The 12-month period begins on the date of an employee's first use of such leave and ends 12 months after that date.

Where they overlap, leave taken under this policy will run concurrently with leave under the federal Family and Medical Leave Act.

Employees needing leave under this policy must provide advance notice of the need for leave to the greatest extent possible. However, if there is a threat of imminent danger to the health or safety of the employee or a covered family member, the employee must notify the Company within three workdays that protected leave was taken or is being taken. Such notice may be provided by the employee, the employee's family member or a professional assisting the employee with addressing the abusive behavior, and can be made via telephone, in person or in writing.

If an absence is unscheduled, the Company will not take any negative action against the employee as long as the employee provides appropriate documentation with 30 days of the unauthorized absence.

The Company may require employees to provide supporting documentation demonstrating that the employee or a covered family member was the victim of abusive behavior and that the reason for taking leave was related to that behavior. Such documentation should be provided within a reasonable period of time and may include:

- A protective order or other document issued by the court;
- A document under the letterhead of a court, provider or public agency that the employee attended for the purpose of obtaining assistance regarding the abusive behavior;
- A police report or witness statement provided to the police;
- Documents showing that the perpetrator was convicted of an offense constituting abusive behavior, or admitted to facts sufficient to establish guilt of abusive behavior;
- Medical documentation;
- A sworn statement, signed under penalty of perjury, from a counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other professional advocate who has assisted the employee and/or their family member with addressing the effects of abusive behavior; or
- A sworn statement, signed under penalty of perjury, from the employee, attesting that the employee or a covered family member has been the victim of abusive behavior.

All information and documentation related to an employee's use of leave under this policy will be kept confidential, unless such disclosure is expressly required by law, requested in writing by the employee or necessary to protect the safety of the employee or other employees.

Upon return from leave, employees will be restored to their original position or to an equivalent position. The Company will not take any adverse action against an employee for exercising their rights under this policy. Additionally, employees taking leave under this policy will not lose any benefits accrued prior to the start of the leave.

### **Crime Witness Leave**

Employees who are victims of a crime may time off from work to appear as a witness in a criminal proceeding regarding that crime. Leave under this policy will be unpaid, except that exempt employees will not incur any reduction in pay for a partial-week absence due to witness duty.

Employees should notify the Company of their required service prior to the day of court attendance.

### **Military Leave**

Members of the armed forces of the Commonwealth, including the state defense force, the state staff or the armed forces of another state or territory who are employed within Massachusetts and ordered to active duty under state or federal law, are entitled to the rights, protections, privileges and immunities provided under the federal Uniformed Services Employment and Reemployment Rights Act (USERRA) and described more fully in the Military Leave policy set forth in the Employee Handbook.

When military service, as described above, is in support of a critical homeland security or emergency management operation, as determined by the adjutant general, it will not be counted toward the cumulative five-year period of absence allowed for military leave.

### **Veterans Day and Memorial Day Leave for Veterans**

The Company will provide employees who are also veterans PTO or unpaid time off to observe Veterans Day or participate in Memorial Day exercises, parades or services.

Employees whose services are essential to and critical to public health and safety and the safety and security of the Company or the property of the Company are not eligible for this leave.

Leave under this policy will be unpaid, except that exempt employees may receive pay, as required by law.

Employees should contact their supervisor to make appropriate arrangements.

### **Vacation**

The Company will pay employees for any accrued but unused vacation at termination of employment.

### **Pay Practices**

#### **Discussion of Wages**

The Company does not prohibit employees from discussing or disclosing information about their own wages or inquiring about or discussing the wages of other employees. The Company will not retaliate against employees for disclosing their wages or inquiring about or discussing the wages of other employees.

This policy does not apply to the disclosure of other employees' wage information by Human Resources managers or supervisors who have access to such information solely as part of their essential job functions and who, while acting on behalf of the Company, make unauthorized disclosure of that information.

## Receipt & Acknowledgment of Massachusetts State Addendum

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

- I have received a copy of the Massachusetts 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 Massachusetts 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 Massachusetts 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 Massachusetts 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 Massachusetts 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: \_\_\_\_\_