

DAHL

IT'S THE PEOPLE.

CALIFORNIA SUPPLEMENT
2023

ComplianceHR

Note: This Employee Handbook is not intended to apply to any particular employer or to provide legal advice or opinion. Such advice may only be given when related to specific handbooks and specific fact situations. In no circumstances should any employee handbook be adopted and issued to employees before the final draft has been approved by experienced labor counsel. These employee handbook templates generally include policies prompted by federal and state laws in the employee policy context, as well as leave of absence and scheduling policies intended to comply with local laws in major municipalities (i.e., those with 100,000 residents or more). The handbook templates do not include the following: social media policies; drug-testing policies; policies related to municipal laws other than those specified above; or policies specific to government contractors or certain industries. Generally, the templates do not address industry-specific requirements, except where indicated.

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GENERAL INFORMATION

About This California Supplement

Dahl Consulting (“The Company”) is committed to workplace policies and practices that comply with federal, state and local laws. For this reason, California employees will receive the Company’s national handbook (“National Handbook”) and the California

Supplement to the National Handbook ("California Supplement") (together, the "Employee Handbook").

The California Supplement 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 National Handbook and, to the extent that the policies in the California are different from or more generous than those in the National Handbook, the policies in the California Supplement will apply.

The California Supplement is not intended to create a contract of continued employment or alter the at-will employment relationship. **Only the President/Owner of the Company or that person's authorized representative has the authority to enter into an agreement that alters the at-will employment relationship and any such agreement must be in writing signed by the President/Owner of the Company or an authorized representative.**

If employees have any questions about these policies, they should contact their DAHL representative.

COMMITMENT TO DIVERSITY

Discrimination, Harassment and Retaliation Prevention Policy [5+Employees]

Equal Employment Opportunity

DAHL is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns and volunteers based on their actual or perceived: race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, citizenship status, ancestry, physical 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 and any other consideration protected by federal, state or local law (collectively referred to as "protected characteristics").

For purposes of this policy, discrimination on the basis of "national origin" also includes discrimination against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States, as well as discrimination based upon any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a

national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. 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 employment applies to all persons involved in our operations and prohibits unlawful discrimination and harassment by any employee, including supervisors and co-workers.

Prohibited Harassment

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

or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. All such harassment is prohibited.

This policy applies to all persons involved in our operations, including coworkers, supervisors, managers, temporary or seasonal workers, agents, clients, vendors, customers, or any other third party interacting with the Company (“third parties”) and prohibits proscribed harassing conduct by any employee or third party of DAHL, 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:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering; making sexual gestures; displaying sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages.
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about 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, 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 classification is prohibited, including harassment based on: race (including traits historically associated with race, such as hair texture and protective hairstyles), color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including domestic partnership status), age (40 or over), sexual orientation, Civil Air Patrol status, military and veteran status, immigration status or any other consideration protected by federal, state or local law. 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 DAHL for using the Company's complaint procedure, reporting proscribed discrimination or harassment or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to

hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Discrimination, Harassment, Retaliation and Abusive Conduct Complaint Procedure

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

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

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

The federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) 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 or www.dfeh.ca.gov. The DFEH Sexual Harassment Prevention training may be accessed here: <https://www.dfeh.ca.gov/shpt/>.

Accommodation for Adult Literacy Programs

DAHL provides reasonable accommodation and assistance to an employee who reveals a literacy problem and requests assistance to enroll in an adult literacy education program unless doing so will result in an undue hardship to the company's business operations. Examples of assistance include providing employees with the location of local literacy programs and arranging for jobsite visits by literacy education providers.

Employees who wish to self-identify as an individual with a literacy problem and request an accommodation should contact their DAHL Representative. 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 DAHL 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 Domestic Violence, Sexual Assault or Stalking

The Company will make reasonable accommodations for employees who report that they are the victim of domestic violence, sexual assault or stalking and request that the Company accommodate their safety while at work, unless providing the accommodation will impose an undue hardship on the company's business operations or violates the company's duty to provide a safe and healthy working environment for all employees.

Reasonable accommodations may include, but are not limited to: a transfer; reassignment; modified work schedule; change in work telephone number; change in work station; installed lock; assistance in documenting domestic violence, sexual assault, stalking or other crime that occurs at the workplace; implemented safety procedures; or other adjustment to a job structure, workplace facility or work requirement in response to a domestic violence, sexual assault, stalking, or other crime, or referral to a victim assistance organization. The Company will engage in a timely, good faith and interactive process with the employee to identify effective reasonable accommodations.

Employees may also be entitled to a leave of absence under the company's Victim Leave policy, Leave to Attend Court Proceedings Related to Certain Felonies policy and/or Leave to Attend Court Proceedings for Serious Crimes policy. Employees should consult those policies and/or their DAHL representative for additional information.

The Company may request that an employee provide a written statement signed by the employee (or an individual acting on behalf of the employee) certifying that the requested accommodation is for the employee's safety while at work. The Company may also require an employee to provide a certification that the employee is the victim of domestic violence, sexual assault or stalking and may request recertification every six months. Any of the following will be considered sufficient certification: a police report indicating the employee was a victim; a court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court

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

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 individual's status as a victim of crime or abuse, 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 their DAHL representative.

Accommodation for Drug or Alcohol Treatment or Rehabilitation

The Company will attempt to reasonably accommodate employees with chemical dependencies (drugs or alcohol), if they voluntarily wish to seek treatment and/or rehabilitation, unless the accommodation imposes an undue hardship on the Company's business operations. The Company's support for treatment and rehabilitation does not obligate the Company to hire or employ any person who violates the Company's drug and alcohol abuse policy or who, because of current use of drugs or alcohol, is unable to perform their duties or cannot perform the duties in a manner that would not endanger the employee's own health or safety or the health or safety of others.

The Company will keep all information submitted in connection with an employee's enrollment in a drug or alcohol rehabilitation program confidential to the extent permissible by law. Time off for these purposes is unpaid. However, employees wishing to take such leave may utilize their sick leave or accrued paid time off, if applicable.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their DAHL representative.

GENERAL EMPLOYMENT PRACTICES

Access to Personnel Files and Payroll Records

Upon written request, a current or former employee or a designated representative may inspect and receive a copy of the employee's personnel file and records that relate to the employee's performance or to any grievance concerning the employee in the presence of a DAHL representative at a mutually convenient time, at the employee's expense. Employees may add their version of any disputed item to the file. The Company will comply with a written personnel file request at reasonable intervals and reasonable times within 30 calendar days of the written request. The parties may agree to a date beyond 30 calendar days provided it is not longer than 35 calendar days from the employer's receipt of the written request.

For a current employee, personnel records will be available for inspection where the employee reports to work or at another location that is mutually agreeable. For a former employee, personnel records will be available for inspection where the records are stored or at another location that is mutually agreeable.

Current and former employees also may inspect their payroll records upon written or oral request and may request a copy of these records. The Company will comply with written payroll records requests as soon as practicable, but no later than 21 calendar days following the request. Current and former employees who request a copy of their payroll records may be charged a reasonable fee related to the cost of copying the requested documents.

Only authorized members of management and Human Resources have access to an employee's personnel file. Only their DAHL representative is authorized to release information about current or former employees on behalf of the Company. However, the Company will cooperate with—and provide access to an employee's personnel file to—law enforcement officials or local, state or federal agencies in accordance with applicable law, or in response to a subpoena, in accordance with applicable law.

TIMES OFF AND LEAVES OF ABSENCE

Paid Sick & Safe Time (California Only)

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

Eligibility

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

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

Annual Accrual of Paid Sick and Safe Time

Eligible employees begin to accrue paid sick and safe time on July 1, 2015, or upon the first day of employment, whichever is later.

Paid sick and safe time accrues at a rate of one hour for every 30 hours worked, up to a maximum accrual cap of 48 hours or the equivalent of six work days, (based on the employee's work schedule), whichever is greater. The number of hours a nonexempt employee is deemed to work each week will be based on time records and includes all hours worked, including overtime hours. Exempt employees are assumed to work 40 hours per workweek, unless their normal workweek is fewer than 40 hours per week, in which case accrued paid sick and safe time is based upon that normal workweek. Once the maximum accrual cap is reached, employees will not accrue additional paid sick and safe time until their accrual balance falls below the cap.

Paid sick and safe time may be used in increments of 1 hour or greater to cover all or just part of a work day.

An employee's *use* of paid sick and safe time is limited to 24 hours, or the equivalent of three work days (based on the employee's work schedule), whichever is greater, per regular 12-month period.

Employees will not accrue paid sick and safe time during unpaid leaves of absence. Employees are not required to find an employee to cover their work when they take paid sick and safe time.

Reasons Sick and Safe Time May be Used

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

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

- Obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or
- Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

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

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

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

Requesting Paid Sick and Safe Time

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

Rate of Pay for Sick and Safe Time

For nonexempt employees, pay for sick and safe time is calculated in the same manner as the employee's regular rate of pay for the workweek in which the employee uses sick and safe time, regardless of whether the employee works overtime in that workweek. For exempt employees, payment for sick and safe time is calculated in the same manner as wages are calculated for other forms of paid leave time.

Carryover

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

Separation From Employment

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

Confidentiality

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

Effect on Other Rights and Policies

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

No Discrimination or Retaliation

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

Paid Sick Leave (Long Beach Only)

The Company provides eligible Long Beach employees with paid sick time in accordance with Long Beach's paid sick leave ordinance.

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

(ADAAA) or any other applicable federal, state or local law, including those prohibiting discrimination and harassment.

Where applicable and allowed by law, paid sick leave will be counted toward unpaid leave provided under federal, state or local law. The Company is committed to complying with all applicable laws. Employees should contact their DAHL representative for information about other leave rights.

Eligibility

All hotel employees working within the city limits of Long Beach are eligible for leave under this policy.

Accrual of Sick Leave

Eligible employees will be allowed up to five days of paid sick leave per calendar year. Eligible employees accrue paid sick leave at the rate of 5/12 of a day of paid sick time for each full month that they are employed by the Company.

Employees begin accruing paid sick leave at the beginning of employment and are entitled to use the leave as soon as the days are accrued.

Cash Out

If an eligible employee has not used all accrued sick leave by the end of any calendar year, the Company will pay a lump sum equivalent to the value of the unused sick leave.

Nondiscrimination

The Company will not discriminate, or tolerate discrimination, against any employee who seeks or obtains leave in accordance with this policy, who makes a good-faith complaint about a violation of the Long Beach paid sick leave ordinance, who uses any civil remedies to enforce the ordinance or who otherwise asserts rights under the ordinance.

Paid Sick and Safe Leave (San Francisco Only)

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

Eligibility

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

- Perform work in San Francisco for fewer than 56 hours in a calendar year;

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

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

Accrual of Sick and Safe Leave

Eligible employees hired before January 1, 2017 began accruing paid sick and safe leave 90 days after employment began. Eligible employees hired on or after January 1, 2017 begin accruing paid sick and safe leave on the first day of employment. Employees accrue one hour of paid sick and safe leave for every 30 hours worked in San Francisco (excluding vacation or sick and safe leave). The number of hours a nonexempt employee is deemed to work each week will be based on time records and includes all hours worked, including overtime hours. Exempt employees are assumed to work 40 hours per workweek, unless their normal workweek is fewer than 40 hours per week, in which case accrued paid sick and safe time is based upon that normal workweek. Paid sick and safe leave accrues to a maximum of 72 hours. Eligible employees can begin to use their accrued paid sick and safe leave on their 90th day of employment. After that, paid sick and safe leave may be used as soon as it is accrued.

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

Reasons Sick and Safe Leave May be Used

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

- When the employee is ill, injured or receiving medical care, treatment or diagnosis;
- To care for an eligible family member who is ill, injured or receiving medical care, treatment or diagnosis;
- For the employee's or a family member's preventive care;
- For the employee to donate bone marrow or an organ or to assist a family member in doing so;
- If the employee is a victim of domestic violence, sexual assault or stalking and time off is needed to:
 - Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim or their child;
 - Seek medical attention for injuries caused by domestic violence, sexual assault or stalking;

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

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

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

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

Employees are not required to find an employee to cover their work when they take paid sick and safe leave.

Requesting Sick and Safe Leave/Documentation

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

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

Rate of Pay for Sick and Safe Leave

For nonexempt employees, pay for sick and safe leave is calculated in the same manner as the employee's regular rate of pay for the workweek in which the employee

uses sick and safe time, regardless of whether the employee works overtime in that workweek. For exempt employees, payment for sick and safe leave is calculated in the same manner as wages are calculated for other forms of paid leave time.

Integration With Other Benefits

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

Separation From Employment

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

Retaliation

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

Paid Sick and Safe Time (Los Angeles)

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

Eligibility

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

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

Employees who are based outside of Los Angeles but travel to and perform work in Los Angeles are required to track the time spent working within Los Angeles city limits and reporting to Dahl_Payroll@dahlconsulting.com.

Annual Accrual of Paid Sick and Safe Time

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

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

An employee's *use* of paid sick and safe time is limited to 48 hours per year of employment. Employees based outside of Los Angeles may only use sick and safe time under this policy during times when they are scheduled to perform work in Los Angeles.

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

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

Reasons Sick and Safe Time May be Used

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

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

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

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

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

For purposes of this policy, “family members” include a:

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

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

Requesting Paid Sick and Safe Time

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

Rate of Pay for Sick and Safe Time

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

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

Carryover

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

Separation from Employment

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

Confidentiality

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

Effect on Other Rights and Policies

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

No Discrimination or Retaliation

The Company prohibits discrimination and/or retaliation against employees for requesting or using paid sick and safe time for authorized circumstances, participating in proceedings related to the LAMWO, opposing any practice prohibited by the LAMWO or seeking to enforce or otherwise assert rights under the LAMWO by lawful means. In addition, the Company prohibits discrimination and/or retaliation against any employee

for making a good-faith complaint or report about alleged noncompliance with the LAMWO, informing any person about their rights under the law or assisting a person in asserting those rights.

Paid Time Off: Hotel Workers (Los Angeles)

The Company provides eligible Los Angeles hotel workers with paid time off in accordance with Los Angeles' time off ordinance for hotel workers.

Eligibility

All hotel workers employed within the city limits of Los Angeles are eligible for leave under this policy, except for managerial or supervisory hotel workers and confidential employees.

Accrual of Paid Time Off

Eligible full-time hotel workers will be allowed up to 96 hours of paid time off per year for sick leave, vacation or personal necessity. A "full-time hotel worker" is someone who works at least 40 hours per or is classified as "full-time" in accordance with Company policy. Full-time hotel workers accrue at least 96/52 hours of paid time off during each week in a calendar year that the hotel worker is employed by the Company. Paid time off does not accrue for work in excess of 40 hours per week. Full-time hotel workers that work fewer than 40 hours per week and eligible part-time hotel workers will receive paid time off in proportional increments. A "part-time hotel worker" is someone who works fewer than 40 hours per week or is classified as "part-time" in accordance with Company policy.

Use of Paid Time Off

Eligible workers can use accrued paid time off after the first six months of employment. Accrued paid time off can be used for sick leave, vacation or personal necessity. Workers who have exhausted their accrued paid time off, may be eligible to take additional unpaid sick leave for certain purposes, as described more fully in the Company's Unpaid Sick Leave – Hotel Workers policy.

Paid time off taken in accordance with this policy will not be counted as an absence that results in discipline, termination, suspension or other adverse employment action.

Carryover and Caps

Any accrued, but unused, paid time off will carry over from year to year, up to a maximum of 192 hours.

Cash Out

Once an eligible hotel worker reaches the maximum accrued paid time off, the Company will provide a cash payment once every 30 days for accrued paid time off over the maximum. The Company will not otherwise require a hotel worker to cash out any accrued paid time off.

Paid time off will be paid at the wage rate the hotel worker is earning at the time of cash out.

Effect on Other Rights and Policies

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

Retaliation Prohibited

The Company will not discriminate, or tolerate discrimination, against any hotel worker who: seeks or obtains leave in accordance with this policy; opposes a practice made unlawful under the Los Angeles ordinance requiring paid time off for hotel workers; participates in proceedings related to the ordinance; or seeks to enforce their rights under the ordinance or otherwise assert rights under the ordinance.

Paid Sick and Safe Time [San Diego]

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

Eligibility

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

Employees may begin to use their accrued time beginning on July 11, 2016 or their 90th day of employment, whichever is later.

Annual Accrual of Paid Sick and Safe Time

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

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

Paid sick and safe time may be used in increments of 2 or greater to cover all or just part of a workday.

An employee's *use* of paid sick and safe time is limited to 40 hours per year of employment or other regular and consecutive 12-month period.

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

Employees are not required to find an employee to cover their work when they take paid sick and safe time.

Reasons Sick and Safe Time May be Used

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

- When the employee is ill, injured or receiving medical care, treatment or diagnosis;
- When the employee requires leave for other medical reasons, such as pregnancy or obtaining a physical examination;
- To care for or assist an eligible family member who is ill, injured or receiving medical care, treatment or diagnosis of a medical condition; or
- If the employee's place of business is closed or the employee is providing care or assistance to a child whose school or childcare provider is closed by order of a public official due to a public health emergency.

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

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

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

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

Requesting Paid Sick and Safe Time

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

Rate of Pay for Sick and Safe Time

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

Carryover

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

Separation From Employment

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

Confidentiality

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

Effect on Other Rights and Policies

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

No Discrimination or Retaliation

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

Paid Sick Leave [Oakland]

The Company provides eligible employees with paid sick time in accordance with the requirements of the Oakland Minimum Wage Ordinance (OMWO).

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

Eligibility

All employees (whether full-time, part-time or temporary and including household employees) who perform at least two hours of work in Oakland in a workweek are eligible to accrue paid sick leave.

Employees are eligible to accrue paid sick leave only for the hours worked in Oakland.

Accrual and Use of Sick Leave

Eligible employees begin accruing paid sick leave upon the first day of employment, but may not use it until after 90 calendar days of employment with the Company. Paid sick time accrues at a rate of one hour for every 30 hours worked in Oakland, up to a maximum of 72 hours. The number of hours a nonexempt employee is deemed to work each week will be based on time records and includes all hours worked, including overtime hours. Exempt employees are assumed to work 40 hours per workweek, unless evidence exists that their normal workweek is fewer than 40 hours per week, in which case accrued paid sick and safe time is based upon that particular workweek. Once the maximum accrual cap is reached, employees will not accrue additional paid sick time until their accrual balance falls below the cap.

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

Reasons Sick Leave May be Used

Paid sick leave can be used only for the following reasons:

- When an employee is physically or mentally unable to perform their duties due to illness, injury, pregnancy or medical condition;
- To obtain a professional diagnosis or treatment of a medical condition or undergo a physical examination; and
- To aid or care for a child, parent, legal guardian or ward, sibling, grandparent, grandchild, spouse, registered domestic person or a “Designated Person” who is ill, injured, or receiving medical care, treatment or diagnosis.

A family member includes an employee's child, parent, legal guardian or ward, sibling, grandparent, grandchild, spouse or registered domestic partner (the relationship may be biological, foster, adoptive or a step-relationship.) “Child” includes a child of a domestic partner and a child of a person standing in loco parentis. If an employee does not have a spouse or registered domestic partner, the employee may designate one person for whom the employee wishes to use sick leave to aid or provide care for that person. Designation of this person must be done within 10 workdays of the Company providing the opportunity to make a designation. The Company will provide an opportunity to re-designate a person on an annual basis thereafter.

Sick leave can be used only for the reasons identified above and only for hours when an employee is scheduled to work in Oakland. If there is reason to believe that sick pay has been misused, sick pay may not be awarded.

Sick leave may be used in increments of one hour or greater to cover all or just part of a workday.

Employees are not required to find an employee to cover their work when they take paid sick leave.

Requesting Sick Leave/Documentation

Except in the case of an emergency, employees must give reasonable advance notice of any absence from work for which they intend to use paid sick leave. To provide notice of the need to use sick time, employees should contact their DAHL representative.

Upon return, employees must immediately complete a timecard (nonexempt employees) or absence report (exempt employees) documenting the use of sick time.

For absences of three or more consecutive days, the Company reserves the right to request documentation of the qualifying use of paid sick leave, as permitted under applicable local, state, or federal law. Additionally, if the Company reasonably suspects an employee is abusing this policy, it may require a doctor's note for subsequent use of paid sick leave, even if the employee's use of paid sick leave was for fewer than three consecutive workdays.

Rate of Pay for Sick and Safe Leave

For nonexempt, hourly employees, sick leave will be paid at the employee's regular hourly rate of pay at the time the employee uses the leave. For exempt employees, payment will be calculated by dividing the employee's weekly salary by 40 hours, unless evidence suggests that the employee's regular workweek is less than 40 hours. In that case, pay will be calculated by dividing the employee's weekly salary by the number of hours during their regular workweek.

Integration with Other Benefits

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

Separation from Employment

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

Confidentiality

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

Effect on Other Rights and Policies

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

No Discrimination or Retaliation

The Company will not retaliate, or tolerate retaliation, against any employee who seeks or obtains sick leave in accordance with this policy and/or the law, who makes a good-faith complaint about an OMWO violation, participates in any proceedings, uses any civil remedies to enforce their rights or otherwise asserts rights under the OMWO.

Paid Sick Leave [Berkeley, California Only] [Accrual Method]

The Company provides eligible employees with paid sick leave in accordance with the requirements of the Berkeley Paid Sick Leave Ordinance (BPSLO).

Eligibility

Employees, (including full-time, part-time and temporary employees) are eligible for paid sick leave if they: (1) perform at least two hours of work for the Company per week within the geographic boundaries of the City of Berkeley; and (2) qualify as an employee entitled to the state minimum wage or are a participant in a Welfare-to-Work program.

Employees are eligible to accrue paid sick leave only for the hours worked in Berkeley.

Accrual of Sick Leave

Employees hired before October 1, 2017 who are covered by California's Healthy Workplaces, Healthy Families Act (HWHFA) will continue to accrue and be permitted to use paid sick leave in accordance with the HWHFA and the Paid Sick and Safe Time policy that appears in this California Handbook Supplement. Employees who are not covered by California's HWHFA begin to accrue paid sick leave on October 1, 2017 or the first day of employment, whichever occurs later.

Employees accrue one hour of paid sick leave for every 30 hours worked in Berkeley, up to a maximum of 72 hours. Leave accrues in one-hour increments.

Eligible employees can begin to use their accrued paid sick leave 90 days after the first day of employment. After that, paid sick leave may be used as soon as it is accrued. Employees will not accrue paid sick leave during unpaid leaves of absence.

Reasons Sick Leave May be Used

Paid sick leave can be used only for the following reasons:

- When the employee is ill, injured or receiving medical care, treatment or diagnosis; and
- To care for an eligible family member who is ill, injured or receiving medical care, treatment or diagnosis.

A family member includes an employee's child, parent, legal guardian or ward, sibling, grandparent, grandchild, spouse or registered domestic partner or designated person (the relationship may be biological, foster, adoptive or a step-relationship.) "Child" includes a child of a domestic partner and a child of a person standing in *loco parentis*. If an employee does not have a spouse or registered domestic partner, the employee may designate one person for whom the employee wishes to use sick leave to aid or provide care for that person. Designation of this person must be done within 10 workdays of the Company providing the opportunity to make a designation. Thereafter, the Company will provide an opportunity to re-designate a person on an annual basis with a window of 10 workdays.

Employees are not required to find an employee to cover their work when they take paid sick leave.

Requesting Paid Sick Leave

When the need for paid sick leave is foreseeable, employees must give reasonable advance notice of their intention to use paid sick leave. For unforeseeable absences, employees should provide notice of their intention to use paid sick leave as soon as practicable. To provide notice of the need to use paid sick leave, employees should contact their DAHL representative.

Rate of Pay

Sick leave will be paid at the employee's hourly wage. For salaried non-exempt employees, the hourly rate will be calculated by dividing the employee's total wages (not including overtime premium pay), by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

Carryover

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

Effect on Other Rights and Policies

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

Integration With Other Benefits

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

Separation From Employment

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

Retaliation

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

Family and Medical Leave (50 or more employees)

The Company will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although the federal and state laws have different names, the Company refers to the federal Family and Medical Leave Act (Fed-FMLA) and the California Family Rights Act (CFRA) collectively as "FMLA Leave." In any case, employees will be eligible for the most generous benefits available under applicable law.

Employee Eligibility

To be eligible for FMLA Leave, employees must: (1) have been employed by the Company for a total of at least 12 months (not necessarily consecutive); (2) have worked at least 1,250 hours during the previous 12 months immediately prior to the start of the leave; and (3) (Fed-FMLA only) have worked at a location where at least 50 employees are employed by the Company within 75 miles of the employee's worksite, as of the date the leave is requested. Eligibility requirements may differ for employees

who have been on a protected military leave of absence. If employees are unsure whether they qualify for FMLA Leave, they should contact their DAHL representative.

Reasons for Leave

Federal and state laws allow FMLA Leave for various reasons. Because employees' legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. Fed-FMLA leave and CFRA leave run concurrently except for the following reasons: to care for a child without regard to age or dependency status, registered domestic partner, a child of a registered domestic partner, parent-in-law, grandparent, grandchild, or sibling (CFRA only), incapacity due to pregnancy or prenatal care as a serious health condition (Fed-FMLA only), qualifying exigency leave as defined under the FMLA (Fed-FMLA only), qualifying exigency leave as defined under the CFRA (CFRA only) and military caregiver leave (Fed-FMLA only). Additionally, CFRA coverage for an employee's own serious health condition that also constitutes a disability under the California's Fair Employment and Housing Act (FEHA) is separate and distinct from FEHA protections. If the employee cannot return to work at the expiration of the CFRA leave, the Company will engage the employee in the interactive process to determine whether an extension of the leave would be a reasonable accommodation under the FEHA.

FMLA Leave may be used for one of the following reasons:

- The birth, adoption or foster care of an employee's child within 12 months following birth or placement of the child (Bonding Leave);
- To care for an immediate family member (spouse, child, parent and for CFRA Leave: registered domestic partner, child of a registered domestic partner, grandparent, grandchild, or sibling) with a serious health condition (Family Care Leave);
- An employee's inability to work because of a serious health condition (Serious Health Condition Leave);
- A "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's or parent's "covered active duty" as a member of the military reserves, National Guard or Armed Forces or as defined under the CFRA, 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 (Qualifying Exigency Leave); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember" (Military Caregiver Leave).

Definitions

"Child," for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis, and for Fed-FMLA only, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability, at the time that FMLA Leave is to commence. "Child," for purposes of Qualifying Exigency Leave and Military Caregiver Leave, means a biological, adopted or

foster child; stepchild; legal ward; or a child for whom the person stood in loco parentis, and who is of any age.

"Parent," for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term includes a parent-in-law for CFRA leave only. For Qualifying Exigency Leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.

"Covered Active Duty" means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

"Covered Servicemember" means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties; or (2) a person who, during the five years prior to the treatment necessitating the leave, served in the active military, Naval or Air Service, and who was discharged or released under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009, and March 8, 2013, is excluded.

"Spouse" means a husband or wife. Husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state. For purposes of CFRA leave, a spouse includes a registered domestic partner or same-sex partners in marriage.

"Key employee" means a salaried Fed-FMLA Leave eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee's worksite at the time of the Fed-FMLA leave request.

"Serious health condition" means an illness, injury, impairment or physical or mental condition that involves either:

- Inpatient care (including, but not limited to, substance abuse treatment) in a hospital, hospice or residential medical care facility, including any period of incapacity (that is, inability to work, attend school or perform other regular daily activities) or any subsequent treatment in connection with this inpatient care; or
- Continuing treatment (including, but not limited to, substance abuse treatment) by a health care provider that includes one or more of the following:
 - A period of incapacity (that is, inability to work, attend school or perform other regular daily activities due to a serious health condition, its treatment or the recovery that it requires) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves treatment two or more times via an in-person visit to a health care provider, or at least one visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.
 - Any period of incapacity due to pregnancy or prenatal care (under the Fed-FMLA, but not the CFRA).
 - 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.
 - Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider either for (a) restorative surgery after an accident or other injury; or (b) a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

"Serious injury or illness" in the case of a current member of the Armed Forces, National Guard or Reserves is an injury or illness incurred by a covered servicemember in the line of duty on active duty (or that preexisted the member's active duty and was aggravated by service in the line of duty on active duty) in the Armed Forces that may render him or her medically unfit to perform the duties of his or her office, grade, rank or rating. In the case of a covered veteran, "serious injury or illness" means an injury or illness that was incurred in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran.

"Qualifying exigency" for Fed-FMLA is defined by the Department of Labor and for CFRA is defined by the California Unemployment Insurance Code and generally includes events related to short-notice deployment, military ceremonies, support and assistance programs, changes in childcare, school activities, financial and legal arrangements, counseling and post-deployment activities. Qualifying Exigency Leave may also be used to spend up to 15 days with military members who are on short-term, temporary, rest and recuperation leave during their period of deployment.

Length of Leave

If the reason for leave is common to both Fed-FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be 12 workweeks in any 12-month period. If the reason for leave is not common to both Fed-FMLA and CFRA and, therefore, not running concurrently, then an eligible employee may be entitled to additional leave under applicable law.

The applicable "12-month period" utilized by the Company is the a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave. Under this method the 12-month period is measured backward from the day the employee uses any FMLA leave.

The maximum amount of Fed-FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of 26 workweeks in a single 12-month period. A "single 12-month period" begins on the date of the employee's first use of such leave and ends 12 months after that date.

If both spouses work for the Company and are eligible for leave under this policy, under the Fed-FMLA, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

To the extent required by law, leave beyond an employee's FMLA Leave entitlement will be granted when the leave is necessitated by an employee's work-related injury or illness, a pregnancy-related disability or a "disability" as defined under the Americans with Disabilities Act (ADA) and/or the Fair Employment and Housing Act (FEHA). When the reason for CFRA leave was the employee's serious health condition, which also constitutes a "disability" under the FEHA and the employee cannot return to work at the conclusion of the CFRA leave, the Company will engage in an interactive process to determine whether an extension of leave would constitute a reasonable accommodation under the FEHA.

Intermittent or Reduced Schedule Leave

Under some circumstances, employees may take FMLA 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 or spouse

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 his or her 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 basis.

Leave taken intermittently may be taken in increments of no less than one hour. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Please contact their DAHL representative prior to scheduling medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to planned medical treatment, we 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 to be charged to the employee's CFRA entitlement.

CFRA leave for Bonding Leave does not have to be taken in one continuous period of time, but the minimum duration is two weeks. However, the Company will grant a request for CFRA leave lasting less than two weeks' twice during the 12 week period. Bonding Leave must be concluded within one year of the birth or placement of the child.

Notice and Certification

Bonding, Family Care, Serious Health Condition and Military Caregiver Leave Requirements

Employees are required to provide:

- When the need for the leave is foreseeable, 30 days' advance notice or such notice as is both possible and practical if the leave must begin in fewer than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
- When the need for leave is not foreseeable, notice within the time prescribed by the Company's normal absence reporting policy, unless unusual circumstances

prevent compliance, in which case notice is required as soon as is otherwise possible and practical;

- When the leave relates to medical issues, a completed Certification of Health Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health Care Provider form);
- Periodic recertification (as allowed by law); and
- Periodic reports during the leave.

In addition to other notice provisions, employees requesting leave for CFRA qualifying reasons must respond to any questions designed to determine whether an absence is potentially qualifying for leave under this policy. Failure to respond to permissible inquiries regarding the leave request may result in denial of CFRA leave protections. Similarly, an employee or the employee's spokesperson may be required to provide additional information needed to determine whether a requested leave qualifies for Fed-FMLA protections. An employee's failure to adequately explain the reason for the leave may result in the denial of Fed-FMLA protections.

Certification forms are available from their DAHL representative. At the Company's expense, we may require a second or third medical opinion regarding the employee's own serious health condition or the serious health condition of an employee's family member for Fed-FMLA purposes and, for CFRA purposes, the employee's own serious health condition. In limited cases, we may require a second or third opinion regarding the injury or illness of a Covered Servicemember. Employees are expected to cooperate with the Company in obtaining additional medical opinions that we may require.

When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the Company's operation. Please contact their DAHL representative prior to scheduling planned medical treatment.

If an employee does not produce the certification as requested, the FMLA leave will not be protected.

Recertification After Grant of Leave

In addition to the requirements listed above, if an employee's Fed-FMLA leave is certified, the Company may later require medical recertification in connection with an absence that the employee reports as qualifying for Fed-FMLA leave. For example, the Company may request recertification if (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly (e.g., employee absences deviate from the duration or frequency set forth in the previous certification; employee's condition becomes more severe than indicated in the original certification; employee encounters complications); or (3) the Company receives information that casts doubt upon the employee's stated reason for the absence. In addition, the Company may request recertification in connection with an absence after six months have passed since the employee's original certification, regardless of the estimated duration of the serious health condition

necessitating the need for leave. Any recertification requested by the Company will be at the employee's expense.

In addition to the requirement listed above, a recertification under the CFRA may only be requested at the expiration of the time period in the original certification for time off for the employee's own serious health condition.

If an employee does not produce the recertification as requested, the leave will not be CFRA protected.

Qualifying Exigency Leave Requirements

Employees are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered servicemember's active duty orders when the 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.

Certification forms are available from their DAHL representative.

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 his or her employment.

Compensation During Leave

Generally, FMLA Leave is unpaid. However, employees may be eligible to receive benefits through state-sponsored programs or the Company's sponsored wage-replacement benefit programs. Employees may also choose to use accrued vacation and sick leave, 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 will be arranged such that employees will receive no greater compensation than their regular compensation during this period. The use of paid benefits will not extend the length of FMLA Leave.

Benefits During Leave

The Company will continue making contributions to employees' group health benefits during their leave on the same terms as if the employees had continued to actively

work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Employees taking leave for a reason that is common to both Fed-FMLA and CFRA and, therefore, leave is running concurrently, will generally be provided with group health benefits for a 12-workweek period. When employees take leave for a reason that is not common to both Fed-FMLA and CFRA and, therefore, leave is running consecutively, the Company will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period during each applicable leave. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. 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 FMLA Leave.

An employee's length of service will remain intact, but benefits such as vacation and sick leave may not accrue while on an unpaid FMLA Leave.

Job 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 the employee is returning from CFRA leave for his or her 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 his or her position would have been eliminated even if he or she 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.

For Fed-FMLA purposes only, key employees may be subject to reinstatement limitations in some circumstances. If employees are considered a "key employee," those employees will be notified of the possible limitations on reinstatement at the time the employee requests a leave of absence, or when leave begins, if earlier.

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 FMLA Leave Prohibited

An employee who fraudulently obtains FMLA Leave from the Company is not protected by the Fed-FMLA's or 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.

Nondiscrimination

The Company takes its FMLA Leave obligations very seriously and will not interfere with, restrain or deny the exercise of any rights provided by the Fed-FMLA or the CFRA. We will not terminate or discriminate against any individual for opposing any practice or because of involvement in any proceeding related to the Fed-FMLA or CFRA. If an employee believes that his or her Fed-FMLA or CFRA rights have been violated in any way, he or she should immediately report the matter to their DAHL representative.

Additional Documentation

The Company's "Employee Rights and Responsibilities" notice provides additional details regarding employees' rights and responsibilities under the Fed-FMLA. Employees may obtain a copy of the "Employee Rights and Responsibilities" notice from their DAHL representative.

Employees should contact their DAHL representative as to any Fed-FMLA or CFRA questions they may have.

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 (Fed-FMLA), the Fed-FMLA leave and the pregnancy disability leave will run concurrently.

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

of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

Reasonable Accommodation for Pregnancy-Related Disabilities

Any 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 -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 upon the certification of a health care provider as "medically advisable"; and
- The transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

No additional position will be created, and the Company will not terminate another 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.

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

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

Benefits

The Company will maintain 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. Sick, vacation and other PTO leave hours will not accrue during any unpaid portion of the leave of absence, and employees will not receive pay for official holidays that are observed during their leave of absence except during those periods when they are substituting vacation or sick leave for unpaid leave.

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

Reinstatement

If the employee and the Company have agreed upon a definite date of return from the leave of absence or transfer, the employee will be reinstated on that date if they notify the Company that they are able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, 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 their DAHL representative 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 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 their DAHL representative.

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 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 through 12 may take up to 40 hours of leave per school 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 parent, guardian, stepparent, foster parent, grandparent, and persons who stand *in loco parentis* (in place of a parent) to a child.

Time off for reasons other than a child care provider or school emergency is limited to eight hours per calendar month. Child care provider or school emergencies occur 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);
- 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 DAHL representative. Employees needing time off to address a child care provider or school emergency must provide notice to their DAHL representative 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 childcare activity, including the date and time of the activity.

If both parents of a child work for the Company, only one parent - the first to provide notice - may take the time off, unless the Company 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 wishing to take such leave may use their existing vacation time or other accrued paid time off.

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

The Company will not discharge, threaten, demote, suspend or in any other manner discriminate against an employee because they take time off to appear at the school of their child or ward in accordance with this policy.

Bone Marrow Donor Leave

Eligible employees who undergo a medically necessary procedure to donate bone marrow to another person will be provided with five workdays off in any one-year period, without a loss in pay. For purposes of this policy, a "one-year period" is 12 consecutive months from the date the employee begins their leave. Employees may take leave in one or more periods, as long as the leave does not exceed five 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 verification from a physician detailing the purpose and length of leave, including the medical necessity for the donation.

Employees may use all available accrued sick, vacation or paid time off (PTO) concurrently with this time off. If an employee does not have enough earned sick, vacation or PTO time to cover the leave period, the remaining days of leave will be paid by the Company. Use of this 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.

While on bone marrow 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 this 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 the employee did not take a leave. For example, if an employee on bone marrow 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 bone marrow donor leave 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 begins their leave. 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 verification from a physician detailing the purpose and length of leave, including the medical necessity for the donation.

Employees may use all available accrued sick, vacation or paid time off (PTO) concurrently with this time off. Any remaining days of paid leave will be paid by the Company, up to 30 workdays. Use of this 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.

While on 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 this 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 the employee 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.

Workers' Compensation Leave

The Company will grant you a workers' compensation disability leave in accordance with state law if you incur an occupational illness or injury. As an alternative, the Company may offer you modified work. Leave taken under the workers' compensation disability policy runs concurrently with family and medical leave under both federal and state law.

You must report all accidents, injuries, and illnesses, no matter how minor, to your immediate supervisor.

Military Leave

In addition to the federal protections included in the Company's National Handbook, employees in California who serve in the military are entitled to the rights and protections set forth in the California Military and Veteran's 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 is not to exceed 17 calendar days annually, including time involved in going to and returning from such 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 employee is ordered to duty or training for 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 is not to exceed 15 calendar days annually, including time involved in going to and returning from that duty.

Employees who are members of California's National Guard or the National Guards of other states will be entitled to reinstatement upon return from a military leave for active service, so long as certain conditions are met. Employees returning from leave who were full-time employees will be restored to the same position or to a position of similar seniority, status and pay unless the Company's circumstances have so changed as to make it impossible or unreasonable to do so, and part-time employees will be restored to the same position or to a position of similar seniority, status and pay, if any exists, so 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 the employee serves 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 discharge the employee without cause.

The Company will not discriminate against 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.

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 DAHL representative before leaving the company's premises.

A "volunteer firefighter" includes any person registered as a volunteer member of a regularly organized fire department of a city, county, city and county or district having official recognition of the government of the city, county or district in which the department is located; or a regularly organized fire department of 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 the: (1) federal or state government; (2) city, county, city *and* county, district or other public or municipal corporation or political subdivision of this state; (3) sheriff's department, police department or private fire department; or (4) 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 Civil Air Patrol or prevent a member from performing service as part of the California Wing 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 per year of leave, 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 or penalized because they request or take leave in accordance with this policy.

Employees must notify their supervisor with notice 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 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. Employees may retain any mileage allowance or other fees paid for the jury or witness duty.

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

Crime Victim Leave [1-24 Employees]

Dahl Consulting will provide time off to any employee who is a victim, as that term is defined in this policy, so that the employee may obtain or attempt to obtain relief and to help ensure the health, safety or welfare of the employee or the employee's child. For purposes of this policy, "victim" includes a victim of stalking, domestic violence, or sexual assault; a victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury; or a person whose immediate family member is deceased as the direct result of a crime.

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

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

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

Employees should give the Company reasonable notice of the need for time off, 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 was a victim; a court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court; documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting from the crime or abuse; or any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for an authorized purpose.

Employees may use accrued paid time off, such as vacation time, 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 Domestic Violence, Sexual Assault or Stalking policy and to additional leave under the Company's Leave to Attend Court Proceedings Related to Certain Felonies policy and Leave to Attend Court Proceedings for Serious Crimes policy. Employees should consult those policies and/or their DAHL representative 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 status as a victim of crime or abuse, if the employee provides the Company notice of such status, the Company has actual knowledge of such status or 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 under this policy should contact their DAHL representative.

Crime Victim Leave [25+ Employees]

The Company will provide time off to any employee who is a victim, as that term is defined in this policy, so that the employee may obtain or attempt to obtain relief and to help ensure the health, safety or welfare of the employee or the employee's child. For purposes of this policy, "victim" includes a victim of stalking, domestic violence, or sexual assault; a victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury; or a person whose immediate family member is deceased as the direct result of a crime.

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

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

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

Employees should give the Company reasonable notice of the need for leave, unless advance notice is not feasible. When an unscheduled absence occurs, the Company may require the employee to provide written certification of the need for time off. Any of the following will be considered sufficient certification: a police report indicating the employee was a victim; a court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court; documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse; or any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the 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 may take time off for any of the following reasons: (1) to seek medical attention for injuries caused by the crime or abuse; (2) to obtain services from a domestic violence shelter, program, rape crisis center or victim services organization or agency as a result of the crime or abuse; (3) to obtain psychological counseling or mental health services related to an experience of crime or abuse; and (4) to participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

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

Employees may use accrued paid time off, such as vacation time, 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 Domestic Violence, Sexual Assault or Stalking policy and to additional leave under the Company's Leave to Attend Court Proceedings Related to Certain Felonies policy and Leave to Attend Court Proceedings for Serious Crimes policy. Employees should consult those policies and/or their DAHL representative 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 status as a victim of crime or abuse, if the employee provides the Company notice of such status, the Company has actual knowledge of such status, or the employee takes or requests leave in accordance with this policy.

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

Leave to Attend Judicial Proceedings Related to Certain Felonies

The Company 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, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

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 reasonable time 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.

Leave To Attend Court Proceedings for Serious Crimes

The Company prohibits discrimination against an employee who is a victim of certain serious criminal offenses and wishes to take time off to appear in court to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, or post-conviction release decision or any proceeding in which a right of the victim is at issue.

A "victim" means any employee who suffers direct or threatened physical, psychological or financial harm as a result of the commission or attempted commission of a serious criminal offense. The term "victim" also includes the employee's spouse, registered domestic partner, parent, child, sibling or guardian.

Before employees may take time off under this policy, they must provide the Company with reasonable advance notice of their intention to take time off, unless the advance notice is not feasible. If an employee must take an unscheduled absence due to victimization from a serious criminal offense, the employee must provide the Company with a certification within a reasonable time. The types of certification to account for an

unscheduled absence include: a police report indicating the employee was a victim of one of the specified serious criminal offenses; a court order protecting or separating the employee from the perpetrator of one or more of the specified offenses, or other evidence from the court or prosecuting attorney that the employee has appeared in court; or documentation from a medical professional, domestic violence counselor or advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries resulting in victimization from one of the specific serious criminal offenses.

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.

Time Off to Vote

The Company 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 greatest amount of 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 the election day, the employee knows or has reason to believe 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

Overtime

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

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

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

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

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 California's Equal Pay Law.

This policy does not require disclosure of wages.

Meal and Rest Breaks

The Company complies with federal and state legal requirements concerning meal and rest breaks. 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 breaks.

Meal Breaks

The Company provides at least a 30-minute meal period to employees who work more than five hours and a second 30-minute meal period to employees who work more than 10 hours in a workday, unless they have elected to waive a meal period in accordance with the Company’s policy and state law. 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:

Number of Actual Hours Worked Per Shift	# Meal Periods	Comments
0 to \leq 5.0	0	An employee who does not work more than five hours in a workday is not provided with a meal period.
> 5.0 to \leq 10.0	1	An employee who works more than five hours in a workday, but who does not work more than ten hours in a workday, is provided with a 30-minute meal period available before working more than five hours, subject to any meal period waiver in effect.
> 10.0	2	An employee who works more than ten hours in a workday is provided with a second 30-minute meal period available before working more than ten hours, 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 Breaks

Employees are authorized and permitted to take a 10-minute paid rest break 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 breaks as follows:

Number of Actual Hours Worked Per Shift	# of 10 Minute Rest Breaks	Comments
0 to < 3.5	0	A non-exempt employee who works less than 3.5 hours in a workday is not entitled to a rest break.
3.5 to ≤ 6	1	A non-exempt employee who works between 3.5 and 6 hours in a workday is entitled to one 10-minute rest break.
> 6.0 to ≤ 10.0	2	A non-exempt employee who works more than 6 hours in a workday but who does not work more than 10 hours in a workday is entitled to two 10-minute rest breaks.
> 10.0 to ≤ 14.0	3	A non-exempt employee who works more than 10 hours in a workday but who does not work more than 14 hours in a workday is entitled to three 10-minute rest breaks. ¹

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

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

Responsibilities

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

Any non-exempt employee who is not provided with a meal period or authorized and permitted to take a rest break pursuant to the terms of this Policy is immediately entitled to a meal or rest break premium. Supervisors will be responsible for authorizing meal or rest break 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 break that was not provided or any rest break 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.

¹ Non-exempt employees who work more than 14 hours in a workday may be entitled to additional rest breaks.

Lactation Accommodation

Employees have the right to request lactation accommodation. The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child each time the employee has 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 DAHL representative regarding scheduling and reporting the extra break time.

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

The Company will provide employees with the use of a room or other location to express milk in private. The lactation room or other location will not be a bathroom and will be safe, clean, 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 breastmilk will also have access to a sink with running water and a refrigerator or alternative cooling device suitable for storing milk in close proximity to their workspace.

A room or other location identified for lactation may also be used for other purposes. However, during times when 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 DAHL representative. Any non-exempt employee who is not provided with a break as requested to express milk, should immediately contact their DAHL representative.

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

Employees who wish to request lactation accommodation should [**insert request process**]. 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 their 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.

Lactation Accommodation [San Francisco Employees]

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

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

When unpaid breaks or additional time are required, employees should work with their supervisor regarding scheduling and reporting the extra break time. The time an employee spends walking to and from the designated lactation location and/or a refrigerator or sink will not be counted as part of the employee's 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 a private area, other than a bathroom or toilet stall, in close proximity to their work area that is shielded from view and free from intrusion from co-workers and the public (the "Lactation Location"). The Lactation Location may be the employee's normal work area, if suitable. The Lactation Location will: be safe, clean and free from toxic or hazardous materials; contain a surface (e.g., a table or shelf) to place a breast pump and other personal items; contain a place to sit; and have access to electricity. The Company will also provide access to a refrigerator where employees can store breast milk and access to a sink with running water.

Employees have a right to request lactation accommodation. To request a lactation accommodation, employees should work with their supervisor Lactation Accommodation. Note that employees can request an accommodation orally, by email or in writing. The Company will respond to a request for accommodation within five business days and will engage in an interactive process with the employee to determine the appropriate break periods and the Lactation Location for the employee. If the Company denies a request for lactation accommodation, it will provide a written statement identifying the reason(s) for doing so.

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

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

Family Friendly Workplace (San Francisco Employees)

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

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

For the purposes of this policy:

- A "child" includes the employee's biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis to that child.
- A "family relationship" is defined as a relationship in which a caregiver is related by blood, legal custody, marriage or domestic partnership to another person as a spouse, domestic partner, child, parent, sibling, grandchild or grandparent.
- A "flexible working arrangement" is a change in the employee's regular working arrangement that provides an employee with flexibility to help with caregiving responsibilities.
- A "predictable working arrangement" is a change in the employee's regular working arrangement that provides an employee with scheduling predictability to help with caregiving responsibilities. If there is insufficient work for the employee during the predictable working arrangement period, the employee will not be paid during this time.

Employee Eligibility

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

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

Requesting a Flexible or Predictable Working Arrangement

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

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

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

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

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

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

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

Discrimination and Retaliation Prohibited

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

Schedules, Hours, and Retention for Retail Workers [San Francisco]

The Company complies with the San Francisco ordinances regarding Predictable Scheduling and Fair Treatment for Formula Retail Employees and Hours and Retention Protections for Formula Retail Employees (collectively "Formula Retail Ordinances"). In accordance with the Formula Retail Ordinances, the Company adopts the following policies and practices:

Work Schedules

Prior to the start of employment, the Company will provide new employees with a good faith estimate, in writing, of the employee's expected minimum number of scheduled shifts per month, as well as the days and hours of those shifts. At that time, the new employee may request that the Company modify the proposed work schedule. The Company will consider any such request, and, in its sole discretion, may accept or reject the request. The Company will notify the employee of its determination prior to the start of employment.

The Company will provide at least two weeks' notice of employees' work schedules by either: (a) posting the work schedule; or (b) transmitting the work schedule by electronic means.

The Company will provide notice to employees of any change to the employee's posted or transmitted work schedule, except in the case of schedule changes requested by the employee (e.g., employee-requested sick leave, time off, shift trades or additional

shifts). If the Company changes or cancels an employee's previously-scheduled shift, or requires the employee to report for a previously unscheduled shift, we will provide the affected employee with any required "predictability pay" in accordance with applicable law.

The Company may not provide notice regarding scheduling changes and will not provide "predictability pay" for scheduling changes if:

- The Company provides at least seven days' notice of the schedule change;
- The employee's store cannot open or remain open because of threats to employees or property, public utilities failure, recommendations by civil authorities, or causes outside of the Company's control;
- Another employee previously scheduled to work that shift is unable to work due to illness, vacation or Company-provided paid or unpaid time off and did not provide at least seven days' notice of the absence;
- Another employee previously scheduled to work that shift does not report to work on time and is not permitted to work the shift as a result of disciplinary action;
- The Company requires the employee to work overtime (i.e., mandatory overtime); or
- The employee trades shifts with another employee or requests a change in shift(s), hours or work scheduled.

Additional Hours for Part-Time Employees

Before hiring new employees or using subcontractors, temporary services or a staffing agency to do work, the Company will offer, in writing or through a posting in a conspicuous location in the workplace [Optional: and an electronic post on the Company's intranet in a conspicuous location], additional hours of work to current part-time employees, provided that:

- The part-time employees are qualified to do the additional work;
- The part-time employees have already performed the same or similar work for the Company; and
- The additional hours of work would not cause the employee to work overtime (daily or weekly) or more than 35 hours in the workweek.

An employee will have 72 hours from the time when the offer of additional hours is posted or from the time when the employee receives the written offer of additional hours, whichever is later, to accept the additional hours. Employees who wish to accept the additional hours must do so in writing. After 72 hours, the Company may hire new employees to work the additional hours.

Change of Business Ownership

If the Company's business changes ownership, the Company will provide to the new owners a contact list of existing employees for the new owners' retention of those

employees for at least 90 days from the sale or transfer of the business. This does not apply to supervisor, managerial or confidential employees.

Starting Hourly Wages for Part-time Employees

Part-time employees will receive the same starting hourly wage provided to starting full-time employees who hold jobs that require equal skill, effort and responsibility and are performed under similar working conditions.

Access to Paid and Unpaid Time Off for Part-Time Employees

The Company will provide part-time employees with the same access to Company-provided paid and unpaid time off that the employer provides to full-time employees for the same job classification. However, the part-time employee's eligibility for Company-provided paid or unpaid time off may be pro-rated based on the number of hours the part-time employee works.

Eligibility for Promotion

Part-time employees will receive treatment equal to that of full-time employees concerning eligibility for promotions for the same job classification. The Company may condition eligibility for promotion on the employee's availability for full-time employment and on reasons other than the part-time status of the employee, such as the nature and amount of the employee's prior work experience.

Retaliation Prohibited

The Company will not terminate, threaten to terminate, demote, suspend or otherwise take adverse action against an employee in retaliation for exercising rights protected under the Formula Retail Ordinances, nor will the Company tolerate such retaliation.

Scheduling for Part-Time Employees [San Jose]

In accordance with the San Jose Opportunity to Work Ordinance, the Company adopts the following policies and practices:

Additional Hours for Qualified Part-Time Employees

Before hiring new employees or using subcontractors, temporary services or a staffing agency to do work, the Company will offer additional hours of work to existing part-time employees, provided that:

- The Company determines in its good faith and reasonable judgment that the part-time employees have the skills and experience to perform the additional work; and

- The additional hours of work would not cause the Company to have to compensate the employee at time-and-a-half or any other premium rate under any law or collective bargaining agreement.

For purposes of this policy, part-time employees are defined as non-exempt employees working less than 35 hours per week who (1) performed at least two hours of work for the Company in the last calendar week and within the geographic boundaries of San Jose, and (2) are entitled to payment of the minimum wage under California law.

The Company will use a transparent and nondiscriminatory process to distribute hours of work among existing employees.

Retaliation Prohibited

The Company will not terminate, threaten to terminate, demote, suspend, harass, discriminate or otherwise take adverse action against an employee in retaliation for exercising rights protected under the San Jose Opportunity to Work Ordinance, nor will the Company tolerate such retaliation.

Day of Rest

In each workweek, the Company will provide employees with at least one day of rest for every seven days within the workweek unless their total hours worked are 30 hours or less in the workweek and six hours or fewer every day of the workweek. If the nature of the employee's work reasonably requires that the employee work seven or more consecutive days, the day of rest requirement may be met by providing an average of one day's rest for every seven days on a monthly basis (e.g., four days of rest per calendar month). An employee may also independently and voluntarily choose and confirm in writing not to take a day of rest. Day of Rest Confirmation Forms **[or insert name of applicable form]** are available from their DAHL representative.

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

The Company will reasonably accommodate the observance of a Sabbath or other religious holy day by employees, unless doing so would result in undue hardship to the conduct of Company business.

Employees will be paid for all hours worked in compliance with federal, state and local law.

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 after the placement of a child 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 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 U.S. Armed Forces.

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

Amount and Duration of Benefits

The weekly benefit amount is generally 60 or 70 percent of the employee's earnings (depending upon the employee's income), with benefits capped according to a state-imposed maximum weekly benefits 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.

Supplemental Compensation for New Child Bonding [San Francisco]

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

Eligibility

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

- The employee began employment with the Company at least 180 calendar days prior to the first day of leave for which California PFL benefits for New Child Bonding are payable;
- The employee performs at least eight hours of work per week for the Company in San Francisco;

- At least 40% of the employee's total weekly hours worked for the Company are in San Francisco; and
- The employee is eligible to receive paid family leave compensation under the California Paid Family Leave law for the purpose of New Child Bonding.

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

Definitions

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

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

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

Duration and Timing of Supplemental Compensation

An employee may receive Supplemental Compensation for a period of up to eight weeks so long as the employee meets the eligibility, [**Include if applicable:** accrued vacation/PTO use,] and documentation requirements set forth in this policy. The timing of an employee's receipt of Supplemental Compensation will depend on when the Company receives information directly from the State or, from the employee, a copy of the State's Notice Computation and confirmation that the employee has received the first California PFL benefits payment. Upon receipt of information from the employee and/or the State that is necessary to process payment, the Company will make a good faith effort to process the initial Supplemental Compensation payment in the next full

pay period. To the extent possible, any additional Supplemental Compensation payment(s) will be processed in accordance with the Company's established pay schedule. There may be some situations where Supplemental Compensation is not paid to the employee until after the employee has returned from new child bonding. In those cases, the Company will pay the total Supplemental Compensation within thirty days of receiving the information required to process payment.

Calculation of Supplemental Compensation

Under California's PFL benefit program, an employee may receive income replacement from the State equal to approximately 60% or 70% of the employee's weekly wages, subject to the Maximum Weekly Benefit Amount. Supplemental Compensation is provided to an eligible employee so that, in combination with the California PFL benefit, the eligible employee may receive approximately 100% of the employee's weekly wages, subject to the Maximum Weekly Benefit Amount. All payments will be integrated so that an eligible employee will receive no greater compensation than their regular compensation during this period.

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

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

Involuntary Separation from Employment

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

Voluntary Separation from Employment

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

Required Documentation for Supplemental Compensation

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

If an employee chooses option 1, the employee must, upon receipt, provide the Company with the Notice of Computation and also upon receipt of the first California PFL benefits payment, submit a copy of the Notice of Payment. If an employee chooses option 2, the employee must notify the Company upon receipt of the first California PFL payment, so that the Company can contact the State to determine the employee's weekly California PFL benefit amount.

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

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

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

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

Protected Rights

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

investigations of alleged violations of the SFPPLD; and the right to inform any person of their possible rights under the SFPPLD.

SAFETY AND SECURITY

Smoke-Free Workplace

The Company provides a work environment that is smoke-free. Smoking is strictly prohibited inside the building and covered parking lots. For purposes of this policy, smoking includes the use of electronic smoking devices, such as electronic cigarettes, cigars, pipes or hookahs, that create an aerosol or vapor. Employees that observe other individuals smoking in the workplace have a right to object and should report the violation to their supervisor or to another member of management. Employees will not be disciplined or retaliated against for reporting smoking that violates this policy.

Employees that violate this policy or who tamper with No Smoking signs may be subject to disciplinary action up to and including termination.

Recovery/Cool-Down Periods

Dahl Consulting permits employees who work outside to spend not fewer than five minutes in the shade to cool down when necessary to avoid heat illness, during which they are relieved of all duties. There is no set schedule for recovery/cool-down periods and there is no limit on how many recovery/cool-down periods employees may take when performing work outside. Any employee experiencing any signs or symptoms of heat illness must immediately contact their DAHL representative.

Time spent taking a recovery/cool-down period in compliance with this policy is considered "hours worked" and will be paid. Any nonexempt employee who is required to work through some or all of a cool-down period should complete a "California Cool-Down Premium Request Form" and submit it to their DAHL representative no later than the end of the pay period (Premium Request Forms are provided upon request). The Company will assume that any nonexempt employee who fails to record a missed cool-down period missed the cool-down period voluntarily.

Injury and Illness Prevention Program

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

To this end, the Company must rely upon employees to help keep work areas safe and free of hazardous conditions. Employees should be conscientious about workplace safety, including proper operating methods and known dangerous conditions or hazards. You should report any unsafe conditions or potential hazards to your supervisor *immediately*; even if you believe you have corrected the problem. If you

suspect a concealed danger is present on the Company's premises, or in a product, facility, piece of equipment, process, or business practice for which the Company is responsible, bring it to the attention of your supervisor *immediately*.

Additionally, the Company has developed a written Injury and Illness Prevention Program as required by law. A copy of the Program is available for your review from their DAHL representative. In addition to attending any training required by the Company, it is your responsibility to read, understand and observe the Injury and Illness Prevention Program provisions applicable to your job.

Any workplace injury, accident, or illness *must* be reported to your supervisor as soon as possible (within 24 hours), regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in obtaining medical care, after which the details of the injury or accident must be reported.

Cell Phone Use / Texting While Driving

As is set forth in the National Handbook, the Company prohibits employees from using cellular phones for business reasons while driving or for any reason while driving for work-related purposes or driving a company-owned vehicle. Employees should also be aware that driving while holding and operating a handheld wireless telephone or electronic wireless communications device is a violation of California law unless the device is specifically designed and configured to allow hands-free operation and is used in that manner while driving. Under California law, such handheld devices can only be operated while driving in a manner requiring use of the driver's hand if: the device is mounted on the vehicle's windshield or affixed to the dashboard or center console in a manner that does not hinder the driver's view of the road; and the driver uses their hand to activate or deactivate a feature of the device with a single swipe or tap of the driver's finger.