

AARON THOMAS

CALIFORNIA SUPPLEMENT

2025

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GENERAL INFORMATION

About This California Supplement

The Company is committed to workplace policies and practices that comply with federal, state and local laws. For this reason, California employees will receive the Company's 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 Chief Executive Officer ("CEO") or President of the Company or one of their authorized representatives 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 CEO or President of the Company or one of their authorized representatives.**

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

COMMITMENT TO DIVERSITY

Discrimination, Harassment and Retaliation Prevention Policy

Equal Employment Opportunity

The Company is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns and volunteers based on their actual or perceived: race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, citizenship status, ancestry, physical disability (including HIV/AIDS) or mental disability, medical

condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 and over), sexual orientation, Civil Air Patrol status, military and veteran status, an individual's reproductive health decisions and any other consideration protected by federal, state or local law (collectively referred to as "Protected Characteristics"). The Company also prohibits discrimination and harassment on the basis of any combination of Protected Characteristics and on the basis of any perception that a person has or is associated with someone who has one or more Protected Characteristics.

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

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

The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law. The Company also does not retaliate or otherwise discriminate against applicants or employees who request a reasonable accommodation for reasons

related to disability or religion. Our commitment to equal opportunity 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

The Company is committed to providing a work environment that is free of illicit harassment based on any Protected Characteristics. As a result, the Company maintains a strict policy prohibiting sexual harassment and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns or volunteers based on any legally-recognized basis, including, but not limited to, their actual or perceived race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, ancestry, citizenship status, physical disability (including HIV/AIDS) or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 or over), sexual orientation, Civil Air Patrol status, military and veteran status, an individual's reproductive health decisions or any other consideration protected by federal, state or local law. The Company also prohibits discrimination and harassment on the basis of any combination of Protected Characteristics and on the basis of any perception that a person has or is associated with someone who has one or more Protected Characteristics.

For purposes of this policy, discrimination on the basis of "national origin" also includes harassment against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States and based on any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a

national origin group; or a name that is associated with a national origin group. All such harassment is prohibited.

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

Other Types of Harassment

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

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

Abusive Conduct Prevention

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

find threatening, intimidating, or humiliating, or the intentional sabotage or undermining of a person's work performance.

Protection Against Retaliation

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

Discrimination, Harassment, Retaliation and Abusive Conduct Complaint Procedure

Any 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 the Company in violation of the foregoing policies, or who is aware of such behavior against others, should immediately provide a written or verbal report to their supervisor, any other member of management, Human Resources.

If an employee alleges that their supervisor or any another manager has engaged in harassing conduct or conduct that is otherwise believed to violate this policy, the employee must report the alleged conduct to Human Resources – reporting to the offending supervisor directly is not sufficient. Employees are not required to make a complaint directly to their immediate supervisor. Supervisors and managers who receive complaints of misconduct must also immediately report such complaints to Human Resources who will attempt to resolve issues internally. When a report is received, the Company will conduct a fair, timely, thorough and objective investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The Company expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of prohibited harassment, discrimination or retaliation, or regarding the alleged violation of any other Company policies. The Company will maintain confidentiality surrounding the investigation to the extent possible and to the extent permitted under applicable federal and state law.

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

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

Accommodation for Adult Literacy Programs

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

Employees who wish to self-identify as an individual with a literacy problem and request an accommodation should contact Human Resources. The Company will take reasonable steps to safeguard the privacy of any employee who self-identifies. In addition, employees who are performing satisfactorily will not be subject to termination of employment because they have disclosed literacy problems.

While the Company encourages employees to improve their literacy skills, the Company will not reimburse employees for the costs incurred in attending a literacy program. Time off to attend literacy programs may be provided as 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.

Accommodations for Victims of Domestic Violence, Sexual Assault or Stalking

The Company will make reasonable accommodations for any employee who reports that they are the victim, or a family member of a victim, of a qualifying act of violence and requests that the Company accommodate their safety while at work, unless providing the accommodation will impose an undue hardship on the Company's business operations or violates the Company's duty to provide a safe and healthy working environment for all employees.

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

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

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

The Company may request that an employee provide a written statement signed by the employee (or an individual acting on behalf of the employee) certifying that the requested accommodation is for the employee's safety while at work. The Company may also require an employee to provide a certification that the employee or the employee's family member is a victim and may request recertification every six months. Any of the following will be considered sufficient certification: a police report indicating the employee or the employee's

family member was a victim; a court order protecting or separating the employee or the employee's family member from the perpetrator of the qualifying act of violence, or other evidence from a court or prosecuting attorney that the employee or the employee's family member has appeared in court; documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider or counselor that the employee or the employee's family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence; or any other form of documentation that reasonably verifies that the qualifying act of violence occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for an authorized purpose.

Employees must notify the Company if their needs change or if they no longer need an accommodation.

The Company will keep all information submitted in connection with an employee's request for an accommodation confidential to the extent permissible by law. If the law requires disclosure of information, the Company will notify the employee before any information is released.

The Company will not discriminate or retaliate against any employee because of the employee's or their family member's status as a victim, if the employee provides the Company notice of such status, the Company has actual knowledge of such status, or the employee requests a reasonable accommodation in accordance with this policy.

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

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 Human Resources.

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 the Company 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 Human Resources 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

California Paid Sick Leave

The Company provides eligible employees with paid sick leave pursuant to California's Healthy Workplaces Healthy Families Act ("HWHFA").

Eligibility

All employees working in California are eligible to receive paid sick leave pursuant to this policy during their first full or partial calendar year of employment only, which for purposes of the Company's time off policies is called year zero. Then on January 1st of their initial year of employment, employees will be eligible to receive PTO pursuant to the Company's PTO policy.

Annual Grant of Paid Sick Leave

The Company provides an initial grant of paid sick leave of 24 hours or the equivalent of three workdays (based on the employee's work schedule), whichever is greater, on an employee's 120th calendar day of employment and an additional 16 hours or the equivalent of two workdays (based on the employee's work schedule), whichever is greater on an employee's 200th calendar day of employment.¹

Paid sick leave that remains unused on December 31st of an employee's year zero will not be paid out or carry over into the next year; unused paid sick leave hours will be forfeited at the end of the year.

Using Paid Sick Leave

Employees must use paid sick leave in an initial increment of at least two hours, to cover all or part of a workday.

Employees are not required to search for or find a replacement worker to cover the period during which they use paid sick leave.

¹ Employees who do not reach their 120th calendar day of employment prior to December 31st of their year zero with the Company, will not receive paid sick leave but will instead receive their initial grant of PTO on January 1st of their year one with the Company.

Covered Reasons for Use

Paid sick leave may be used only during times that an employee cannot work for the following reasons:

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

Qualifying Act of Violence. For purposes of this policy, a “qualifying act of violence” means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime against the employee or their family member: (a) domestic violence; (b) sexual assault; (c) stalking; or (d) an act, conduct, or pattern of conduct that includes any of the following: in which an individual causes bodily injury or death to another individual; in which an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or in which an individual uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

Family Member. For purposes of this policy, “family member” means the employee’s spouse, registered domestic partner (as defined by state or local law), child (including a biological, adopted, or foster child, stepchild, the child of a domestic partner, or a child to whom the employee stands in loco parentis), legal ward, parent (including a biological, adoptive, or foster parent, stepparent, the parent of a spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child), legal guardian, grandchild, grandparent, sibling, or a designated person. The definition of “child” applies irrespective of a child’s age or dependency status. A “designated person” means a person identified by the employee at the time the employee requests sick leave. A “designated person” means a person identified by the employee at the time the employee requests paid sick leave. Employees are limited to one designated person per 12-month period.

Notice Required

If the need to use paid sick leave is foreseeable, such as for prescheduled medical appointments and court dates in domestic violence cases, employees must make a good-faith effort to provide reasonable advance notice to their direct manager of an absence from work. If the need to use paid sick leave is unforeseeable, employees must provide notice to their direct manager as soon as practicable.

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

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

The Company will keep confidential the health information of the employee or employee's family member, as well as information related to domestic violence perpetrated against or sexual assault of the employee or employee's family member, in accordance with federal, state and local law.

The Company reserves the right to request verification/certification of an employee's absence.

Discipline for Unprotected Use of Paid Sick Leave

Discipline – up to and including termination – may be taken against an employee who uses paid sick leave for a purpose not covered by, or in a manner not consistent with, the HWHFA. In addition, discipline – up to and including termination – may be taken against an employee that violates this policy's requirements concerning requesting, using, and/or recording use of paid sick leave.

Rate of Pay

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

Separation from Employment and Rehire

The Company does not pay employees for unused paid sick leave at any time, including upon separation from employment for any reason.

If an employee's employment with the Company ends and the employee is rehired within one year of employment ending, the employee's previously unused paid sick leave balance will be reinstated and made available for use in accordance with the HWHFA.

Anti-Discrimination and Retaliation

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

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

Paid Time Off - California

We provide our employees with Paid Time Off (PTO) from work. PTO may be taken for vacation, sick and safe time, medical appointments, or any other purpose (e.g., rest, relaxation, and personal pursuits, and so on).

This policy is provided to comply with the Company’s obligation to provide paid sick and safe time and mandatory paid leave (“PST”) under applicable sick and safe time laws as well as mandatory time off laws to employees and is designed to be the exclusive process used to compensate employees who are eligible for mandatory PST under applicable law. PTO-eligible employees may use their PTO for PST time pursuant to the provisions of this policy and will not be provided an additional time off benefit. This Policy is intended to meet or exceed the requirements of all relevant federal, state, county and local laws and regulations. In the event that any provision of this Policy conflicts with applicable laws and regulations, the applicable laws and regulations will govern.

Eligibility

All employees are eligible to receive and use PTO as described in this Policy. For purposes of this policy, the benefit year is a calendar year.

For purposes of this Policy, an employee’s first full or partial calendar year of employment is referred to as year zero, e.g., if an employee is hired on March 15th, then year zero runs from March 15th through December 31st

Grant, Maximum Bank, and Carryover of PTO

Employees will receive a grant of PTO starting on January 1st of their year one with the Company.

Hourly/Non-Exempt Employees

Non-exempt employees will receive a grant of PTO as follows:

Years of Service	Annual Amount
January of year 1	Hired January 1 to March 31 of Year 0 = 48 hours Hired April 1 to December 31 of Year 0 = 40 hours or 5 days, whichever is greater based upon an employee’s regular work schedule
2 years to completion	48 hours/6 days

of 5 years	
6 years of service plus	80 hours/10 days

Salaried/Exempt Employees

Exempt employees will receive PTO based upon when they started working for the Company.

For those employees who began working for the company in a salaried position prior to January 1, 2025, the following schedule sets out their grant schedule:

Years of Service	Annual Amount
January of year 1	Hired in 1st quarter of Year 0 = 120 hours Hired in 2nd quarter of year 0 = 90 hours Hired in 3rd quarter of Year 0 = 60 hours Hired in 4th quarter of Year 0 = 40 hours
2 years to completion of 9 years	120 hours/15 days
10 years of service plus	160 hours/20 days

For those employees who began working for the company or were promoted to a salaried position on or after January 1, 2025, the following schedule sets out their grant schedule:

Years of Service	Annual Amount
January of year 1	Hired in 1st quarter of Year 0 = 80 hours Hired in 2nd quarter of Year 0 = 65 hours Hired in 3rd quarter of Year 0 = 50 hours Hired in 4th quarter of Year 0 = 40 hours
2 years to completion of 9 years	80 hours/10 days
10 years of service plus	120 hours/15 days

Changes to the PTO grant amounts as indicated on the schedule above become effective in January of an employee's eligible employment anniversary year with the Company.

Carryover of PTO: Any unused PTO as of December 31st of each year will carryover from year to year.

Use Of PTO: You may use PTO for paid vacation leave, PST, as defined below, or any other type of paid time off. You may request to use PTO after completing 89 days of employment with the Company. PST may be used for yourself and for family members as defined below.

- An employee's health condition including a mental or physical illness, injury, or health condition; to allow the employee to obtain medical diagnosis, care, or treatment (including home care) for the same; or for an employee's need for preventive medical care or routine medical appointments, including pregnancy, childbirth, pre-natal visits, postpartum care, and dental visits;
- To allow an employee to care for their family member with a health condition including a mental or physical illness, injury, or health condition; to allow an employee's family member to obtain medical diagnosis, care, or treatment (including home care) for the same; or for an employee's family member who needs preventive medical care or routine medical appointments, including as described in the bullet above; or
- If the employee or their family member is a victim of a qualifying act of violence and time off is needed to:
 - Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim, their child, or a family member);
 - Seek, obtain, or assist a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence;
 - See, obtain, or assist a family member to seek or obtain, services from a domestic violence shelter, program, rape crisis center, or victim services organization as a result of a qualifying act of violence;
 - Seek, obtain, or assist a family member to seek or obtain, psychological counseling related to an experience of a qualifying act of violence; or
 - Participate in safety planning and take other actions to increase safety from future qualifying acts of violence;
 - Relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or daycare;

- Provide care to a family member who is recovering from injuries caused by a qualifying act of violence;
- Seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence;
- Prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; or
- Seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

Qualifying Act of Violence. For purposes of this policy, a “qualifying act of violence” means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime against the employee or their family member: (a) domestic violence; (b) sexual assault; (c) stalking; or (d) an act, conduct, or pattern of conduct that includes any of the following: in which an individual causes bodily injury or death to another individual; in which an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or in which an individual uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

Family Member. For purposes of this Policy, Family Member means the employee’s current spouse, child or individual for which the employee stands *in loco parentis*, legal guardian or ward, parent, parent-in-law, person who stood in *in loco parentis* status when the employee was a minor child, sibling, grandparent, or grandchild. An employee’s domestic partner (as defined by law), as well as the child and parent of a registered domestic partner, are also considered an employee’s family member. These familial relationships include not only biological relationships, but also relationships resulting from adoption, step-relationships, and foster care relationships. The definition of child applies irrespective of a child’s age or dependency status. A family member also includes a “designated person.” Eligible employees may designate one person for whom the employee wishes to use their available PST, at the time the employee requests to use PST. Employees are limited to having one designated person per 12-month period.

PTO Request Procedures: Unless PTO is being used in conjunction with FMLA

leave, another protected leave, emergencies, or for PST reasons, and in order to balance business and personal needs, all requested PTO days must be authorized by your manager. We request that all PTO requests that are not being used for such purposes, be submitted at least two weeks in advance for PTO lasting longer than five work days and for any PTO request in excess of ten workdays, such request should ideally be submitted four weeks in advance of the time off. The more advance notice that is provided, the greater the likelihood that the request can be granted. Requests will be reviewed and approved at the Company's discretion based on a number of factors, including business needs and staffing requirements. We reserve the right to deny requests to use PTO for such reasons and/or to cancel previously approved PTO requests.

If you are using PTO for PST purposes and the need for PTO use is foreseeable, you must provide reasonable advance notice – either orally or in writing – to your manager of an absence from work. If the use of PTO for PST purposes is unforeseeable, you must provide notice – either orally or in writing – to your manager of the need to use PTO as soon as practicable. You are responsible for specifying that the time off is for a PST covered reason.

PTO may be used in an initial increment of two hours to cover all or just part of a work day.

If you use all of your PTO for personal reasons, you will not be provided additional PST should you later need it within the current calendar year. Because PTO is intended to provide you with sufficient PST, the Company reserves the right to require use of PTO when you are absent for one of the reasons specified above, to the extent allowed by law.

The Company will not count a PST absence when evaluating absenteeism. Therefore, any use of PST shall not count as an “occurrence” under any Company policy.

If a Company-observed holiday should fall during a time when you are using PTO, that day will be paid outside of your PTO and not be considered a PTO day for purposes of deducting time from your PTO bank.

Verification/Certification of Absences: The Company: The Company reserves the right to request verification/certification of absences to the extent permitted by applicable law. Any verification information requested by the Company should be submitted via email to Human Resources, and not to an employee's manager.

PTO Pay: PTO is not considered “hours worked” and is not counted for the purpose of your overtime hours of work or overtime premiums.

The rate of pay for PTO taken for a PST covered reason will be calculated in accordance with applicable law. PTO that is not used for a PST covered reason will be paid at your base hourly rate or base salary.

Integration With Other Benefits: It is your responsibility to apply for any applicable benefits for which you may be eligible as a result of the illness or disability. Your PTO benefits will be fully integrated with other benefits available to you, as permitted by applicable law.

Separation of Employment: If your employment with the Company ends, we will pay you for your unused PTO at your base rate of pay or base hourly rate.

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 suspected violations 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, 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 his or her potential rights under the law.

Family and Medical Leave

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 Human Resources.

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, sibling or designated person (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, sibling or designated person) 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.

"Designated Person," for purposes of this policy means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees may identify a designated person at the time they request CFRA leave. Employees are limited to one designated person per 12-month period.

"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 calendar year. Under this method the 12-month period begins each January and ends each December.

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.

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

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 their family member is incapacitated or unable to perform the essential functions of the job because of a chronic serious health condition, even if the person does not receive treatment by a health care provider.

Leave due to military exigencies may also be taken on an intermittent 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 Human Resources 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. Additional requests for Bonding Leave lasting less than two weeks may be directed to Human Resources and will be considered on a case-by-case basis depending on the needs of the Company. If the request is granted, the Company may require the employee to transfer temporarily to an available alternative position. Bonding Leave must be concluded within one year of the birth or placement of the child.

If employees have been approved for intermittent leave and they request leave time that is unforeseeable, they must specifically reference either the qualifying reason for leave or the need for FMLA Leave at the time they call off.

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 Human Resources. 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 Human Resources 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 Human Resources.

Failure to Provide Notice or Certification and to Return From Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If 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 Company may require employees to use accrued vacation to cover some or all of a Fed-FMLA Leave. However, the Company will only require employees to use accrued vacation, if the CFRA leave is otherwise unpaid. The CFRA leave is not unpaid if the employee is receiving state disability insurance, short or long term disability payments pursuant to an employer provided plan or is receiving Paid Family Leave through the state. The use of paid benefits will not extend the length of 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.

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

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 Human Resources.

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 Human Resources.

Employees should contact Human Resources as to any Fed-FMLA or CFRA questions they may have.

Bereavement Leave

Eligible employees may take up to five days (3 paid and two unpaid) of bereavement leave for the death of a spouse, domestic partner, child, parent, parent-in-law, sibling, grandparent, or grandchild. To be eligible for bereavement leave, employees must have been employed by the Company for at least 30 days immediately preceding the start of the leave. Bereavement leave days need not be taken consecutively, but bereavement leave must be completed within three months of the date of death of the family member. Bereavement leave is separate from and provided in addition to other legally protected leaves, including leave provided under the California Family Rights Act. Bereavement leave will run concurrently with the Bereavement Leave policy in the National Handbook and is unpaid except as set forth in that policy. An employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee.

If the Company requests documentation of the death of the family member, documentation must be provided within 30 days of the first day of the leave. Acceptable documentation includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution,

or governmental agency. Such documentation will be maintained as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

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

Reproductive Loss Leave

Eligible employees may take up to five days of reproductive loss leave following a reproductive loss event. To be eligible for leave, employees must have been employed by the Company for at least 30 days immediately preceding the start of the leave. An employee who experiences more than one reproductive loss event within a 12-month period may take a total of 20 days of reproductive loss leave within a 12-month period.

For purposes of this policy, a reproductive loss event is defined as the following:

- Failed adoption, meaning the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party, where the employee would have been a parent of the adoptee if the adoption had been completed.
- Failed surrogacy, meaning the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate, where the employee would have been a parent of a child born as a result of the surrogacy.
- Miscarriage by the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.
- Stillbirth resulting from the pregnancy of the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.

- Unsuccessful assisted reproduction, which is defined as an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure for the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.

Reproductive loss leave days need not be taken consecutively but generally must be completed within three months of the reproductive loss event. For a reproductive loss event that spans multiple days, the event is deemed to occur on the final day of the event. If an employee is on, or chooses to go on, a leave of absence under state or federal law (including California Family Rights Act leave or pregnancy disability leave), either prior to or immediately following a reproductive loss event, the employee must complete reproductive loss leave within three months of the end date of the other leave.

Reproductive loss leave is unpaid. An employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee.

The Company will maintain the confidentiality of any employee requesting reproductive loss leave. Any information provided to the Company regarding reproductive loss leave will be maintained as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

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

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 Employees Affected by Pregnancy

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

The Company will provide a temporary transfer to a less-strenuous or -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. Leave taken intermittently may be taken in increments of no less than one hour.

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 or sick leave benefits during the unpaid leave of absence, if applicable. However, use of sick leave or vacation will not extend the available leave of absence time. During pregnancy disability leave, employees will continue to accrue seniority to the same extent and under the same conditions as would apply to any other unpaid disability leave provided for reasons other than pregnancy disability.

Any State Disability Insurance for which employees are eligible may be integrated with accrued vacation or sick leave 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 Human Resources with a certification from their health care provider that they can perform safely all of the essential duties of the position, with or without reasonable accommodation. If 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 Human Resources.

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 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 supervisor. Employees needing time off to address a child care provider or school emergency must provide notice to their supervisor 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 for any part of this leave. Employees who do not have vacation time 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 must 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 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 must use all available accrued sick leave or vacation concurrently with this time off for up to two weeks of the 30-workday paid leave period. If an employee does not have enough earned sick leave or vacation to cover the two-week period, then 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, 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.

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 supervisor 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.

Leave for Victims of Violence

The Company will provide time off to any employee who is a victim so that the employee may obtain or attempt to obtain relief. For purposes of this policy, "victim" means an individual against whom a qualifying act of violence is committed. "Qualifying act of violence" means domestic violence, sexual assault, stalking, or an act, conduct, or pattern of conduct in which a third party causes bodily injury or death to another individual; exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death. "Relief" includes, but is not limited to, a temporary restraining order, restraining order or other injunctive relief to help ensure the health, safety or welfare of the employee or the employee's family member. Also for purposes of this policy, "family member" means the employee's child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person. For purposes of this policy, a "designated person" means an individual identified by the employee at the time the employee requests leave who is related to the employee by blood or whose association with the employee is the equivalent of a family relationship. Employees are limited to one designated person per 12-month period. 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 or the employee's family member was a victim; a court order protecting or separating the employee or the employee's family member from the perpetrator of the qualifying act of violence, or other evidence from a court or prosecuting attorney that the employee or the employee's family member has appeared in court; documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider or counselor that the employee or the employee's family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence; or any other form of documentation that reasonably verifies that the qualifying act of violence occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for an authorized purpose.

Additionally, an employee who is a victim or has a family member who is a victim may take time off for any of the following reasons: (1) to seek or obtain, or assist a family member to seek or obtain, medical attention for injuries caused by a qualifying act of violence; (2) to seek or obtain, or assist a family member to seek or obtain, services from a domestic violence shelter, program, rape crisis center or victim services organization or agency as a result of a qualifying act of violence; (3) to seek or obtain, or assist a family member to seek or obtain, psychological counseling or mental health services related to an experience of a qualifying act of violence; (4) to participate in safety planning and take other actions to increase safety from future qualifying acts of violence; (5) to relocate or engage in the process of securing a new residence due to the qualifying act of violence (this includes securing temporary or permanent housing or enrolling children in a new school or childcare); (6) to provide care to a family member who is recovering from injuries caused by a qualifying act of violence; (7) to seek or obtain, or assist a family member to seek or obtain, civil or criminal legal services in relation to the qualifying act of violence; (8) to prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; and (9) to seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

If the reason for the leave is also covered by the federal Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), the leave pursuant

to this policy and FMLA/CFRA will run concurrently. The total length of leave under this policy is limited to 12 weeks.

Additionally, if an employee's family member is a victim who is not deceased as a result of crime, and the employee is not a victim: leave under this policy to relocate or engage in the process of securing a new residence is limited to five days; and total leave for any reason under this policy is limited to 10 days.

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

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

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

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.

Additionally, employees who by virtue of their performance of their job responsibilities have the following information, should not disclose such

information for any reason, except as required to complete job duties, without the permission of the employee at issue: social security numbers, driver’s license or resident identification numbers, financial account, credit or debit card numbers, security and access codes or passwords that would permit access to medical, financial or other legally protected information.

Meal and Rest Periods

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

Meal Periods

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

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

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

The Company provides meal periods as follows:

Number of Hours Worked in a	Number of Meal Periods Provided	Comments

Work Period		
0 to \leq 5.0	0	An employee who does not work more than five hours in a work period is not provided with a meal period.
> 5.0 to ≤ 10.0	1	An employee who works more than five hours in a work period, but who does not work more than ten hours in a work period, is provided with a 30-minute meal period to start within the first five hours of work, subject to any meal period waiver in effect.
> 10.0	2	An employee who works more than 10 hours in a work period is provided with a second 30-minute meal period to start within the first 10 hours of work, subject to any meal period waiver in effect. The meal period waiver will be invalidated if the employee works more than 12 hours.

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

Rest Periods

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

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

***** Non-exempt employees who work more than 14 hours in a work period may be entitled to additional rest periods.***

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

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

Responsibilities

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

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

knows or should reasonably know that a meal or rest period was not provided in accordance with this Policy should arrange for a premium to issue to the employee. Employees are responsible for reporting to their supervisor any meal period that was not provided or any rest period not authorized and permitted where the supervisor would have no reason to otherwise know of this fact. Employees who feel they are owed a premium as a result of this Policy, but have not received the premium, should report the missing premium immediately to their supervisor.

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 periods already provided or additional time is needed, the lactation break time will be unpaid for non-exempt employees.

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

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

For lactation breaks when an employee is working at a physical location of the Company, 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 supervisor or a Human Resources representative. Any non-exempt employee who is not provided with a break as requested to express milk, should immediately contact management.

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

Employees who wish to request lactation accommodation should contact Human Resources. If the Company cannot provide break time or a location that complies with this Lactation Accommodation policy, the 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.

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 are available from Human Resources.

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

The Company will reasonably accommodate the observance of a Sabbath or other religious holy day by 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

California State Disability Insurance

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

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

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

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

Employees must file their claim for SDI benefits no later than 49 days after becoming disabled. Employees will also be required to provide certification of the disability from a health care provider. Employees may file a claim for SDI benefits with the California Employment Development Department through SDI Online.

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 supervisor 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 70 or 90 percent of the employee's earnings (depending upon the employee's income), with benefits capped according to a state-imposed maximum weekly benefits amount. Employees 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.

SAFETY AND SECURITY

Smoke-Free Workplace

The Company provides a work environment that is smoke-free. Smoking is strictly prohibited inside the building. 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

Cool-Down Recovery Periods will be provided in accordance with the Company's Heat Illness Prevention Plans. The Company 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 supervisor.

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 believes they were not provided with duty-free cool-down periods lasting at least five minutes should immediately report this to their supervisor so that the Company can investigate and, if necessary, provide a premium payment in accordance with applicable law.

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 Human Resources. In addition to attending any training required by the Company, it is your responsibility to read, understand and observe the Injury and Illness Prevention Program provisions applicable to your job.

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

Employee Meal Period **Waiver** Form

I understand that I am entitled to a 30-minute duty-free unpaid meal period when I work more than five hours in a work period. I understand that I may waive meal periods under the following circumstances:

_____ If I work no more than six hours on any given work period, I may waive my right to a meal period. By checking the box next to this paragraph and signing below, I am confirming that I am voluntarily electing to waive my employer's obligation to provide a thirty-minute uninterrupted meal period on any day I work six or fewer hours. **I understand that any day I work more than six hours, this waiver is invalid.** I understand that I may revoke this waiver at any time by providing written notice of the decision to do so.

_____ If I work more than ten hours, but no more than twelve hours, I understand that I am entitled to two thirty-minute uninterrupted meal periods. By checking the box next to this paragraph and signing below, I am confirming that I am voluntarily electing to waive my employer's obligation to provide a second thirty-minute uninterrupted meal period, so long as any day that I waive my second meal period I will work no more than twelve hours, and I have been provided a timely uninterrupted first meal period of 30 minutes. **I understand that any day I work more than twelve hours, this waiver is invalid.** I understand that I may revoke this waiver at any time providing written notice of the decision to do so.

As a courtesy and for planning purposes, the Company would appreciate receiving notice of revocation the day prior to the revocation taking effect.

Employee Signature

Date

Print Name

Submit to Payroll or HR.

CALIFORNIA MEAL AND REST PERIOD **PREMIUM REQUEST FORM**

Reminder to employees: You must comply with all of the Company’s Meal and Rest Period policies. If you do not fill out a premium request form, the Company will assume that any meal period not taken, taken after the end of the fifth hour (or end of the tenth hour for second meal periods) or that lasted less than 30 minutes were skipped, delayed, or shortened by your own voluntary choice. Likewise, if you do not fill out a premium request form, the Company will assume that any rest break not timely or completely taken, was skipped, delayed, or shortened by your own voluntary choice.

To be completed by employee:

MEAL PERIODS

I was not provided with, that is, I wanted to take and was not permitted to take, an uninterrupted, duty-free meal period of at least 30 minutes before the end of my fifth hour of work (or before the end of the tenth hour for second meal periods) on the following dates for the reasons described:

Date and Reason for Not Taking Meal Period (use a second form for more room)	Check all that apply	
	No first meal, or a delayed or short first meal period	No second meal, or a delayed or short second meal period

REST PERIODS

I was not provided with, that is, I wanted to take and was not permitted to take, a timely, uninterrupted, duty free 10-minute minute rest period on the following dates for the reasons described:

Date and Reason for Not Taking Rest Period (use a second form if you need more room)	Check all that apply		
	No first rest period, or a delayed or interrupted first rest period	No second rest period, or a delayed or interrupted second rest period	No third/fourth rest period, or a delayed or interrupted third/fourth rest period

By my signature below, I certify that the information listed above is true and correct.

Employee Name (print): _____

Employee Signature _____

Date: _____

Supervisor acknowledgment:

Supervisor Name (print): _____

Supervisor Signature: _____

Date: _____

Submit to Payroll or HR.

Rest & Meal Period Variation Acknowledgment

Meal Break:

____ I understand that I am entitled to a 30-minute duty-free unpaid meal period when I work more than five hours in a work period.

I understand the meal period must start before the 5th hour of work.

I acknowledge I was given the opportunity to begin my 30 minute meal period before the 5th hour. However, by my own free will and choice, I independently delayed and/or shortened this meal period.

I further acknowledge that my employer did not in any way require, impose, or encourage this meal break variation.

Rest Break:

____ I understand that I am entitled to the following 10-minute paid rest breaks:

Shift Length

Paid 10-minute Rest Breaks

3.5 to 6 Hours	1
6.1 to 10 Hours	2
10.1 to 14 Hours	3
14+ Hours	At Least 4

I understand these breaks are dispersed as evenly as possible throughout the shift and cannot be combined with any other meal or rest periods.

I acknowledge I was given the opportunity to take my rest break(s). However, by my own free will and choice, I independently decided to forgo, delay, or shorten my rest break(s).

I further acknowledge that my employer did not in any way require, impose, or encourage this rest break variation.

Employee Signature: _____ Date: _____

_Print Name: _____

DAY OF REST CONFIRMATION FORM

California law provides that an employee is entitled to one day of rest in every seven-day workweek, and that no employer may cause an employee to work all seven days of a workweek. The Company's workweek runs from Monday at 12:00 am to Sunday at 11:59 pm.

By signing this form, I acknowledge that I have been advised by the Company that I am entitled to a day of rest in each workweek. I understand that working all seven days in the workweek is optional, and it is not a requirement of the Company. I am also aware that the seventh consecutive day of work in a workweek must be compensated at 1.5 times my regular rate of pay for the first 8 hours of work, and double time if I work beyond eight hours on the seventh consecutive day of a workweek.

With that knowledge, I have voluntarily decided to work all seven days of the workweek running from Monday at 12:00 am to Sunday at 11:59 pm. I understand that as a result of this decision and assuming I do in fact work all seven days of this workweek, I will be entitled to seventh day premiums for my work on the seventh workday in a workweek. The Company has neither coerced nor incentivized me to work all seven days of this workweek. I also understand that I may decide not to work on all seven days in a workweek and that I will not face disciplinary action for doing so.

Employee signature

Date

Employee name (please print)

