

# SCHULTZ



## SCHULTZ CALIFORNIA SUPPLEMENT TO EMPLOYEE HANDBOOK

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## GENERAL INFORMATION

### About This California Supplement

Brock Group (which includes Schultz, Brock Holdings III, LLC and all its current and future, wholly owned, direct and indirect, subsidiaries), hereinafter referred to as “Brock” or “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.

References to the term “spouse” in the Employee Handbook should be interpreted to include registered domestic partners.

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

If employees have any questions about these policies, they should contact the Human Resources Business Partner for their Business Unit.

## COMMITMENT TO DIVERSITY

### Discrimination, Harassment and Retaliation Prevention Policy

#### *Equal Employment Opportunity*

Brock is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns and volunteers based on their actual or perceived: race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, citizenship status, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth,

lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 and over), sexual orientation, Civil Air Patrol status, military and veteran status and any other consideration protected by federal, state or local law (collectively referred to as "protected characteristics").

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

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

The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law. The Company also does not retaliate or otherwise discriminate against applicants or employees who request a reasonable accommodation for reasons related to disability or religion. Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination and harassment by any employee, including supervisors and co-workers.

### ***Prohibited Harassment***

Brock is committed to providing a work environment that is free of illicit harassment based on any protected characteristics. As a result, the Company maintains a strict policy prohibiting sexual harassment and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns or volunteers based on any legally-recognized basis, including, but not limited to, their actual or perceived race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information,

marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 or over), sexual orientation, Civil Air Patrol status, military and veteran status, immigration status or any other consideration protected by federal, state or local law. For purposes of this policy, discrimination on the basis of "national origin" also includes harassment against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States and based on any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. All such harassment is prohibited.

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

### ***Sexual Harassment Defined***

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

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

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

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.



- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering; making sexual gestures; displaying sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages.
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about an employee's body or dress.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature; graphic verbal commentary about an individual's body; sexually degrading words to describe an individual; suggestive or obscene letters, notes or invitations.
- Physical conduct: touching, assault, impeding or blocking movements.
- Retaliation for reporting harassment or threatening to report sexual harassment.

An employee may be liable for harassment based on sex even if the alleged harassing conduct was not motivated by sexual desire. An employee who engages in unlawful harassment may be personally liable for harassment even if the Company had no knowledge of such conduct.

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

Harassment on the basis of any legally protected classification is prohibited, including harassment based on: race (including traits historically associated with race, such as hair texture and protective hairstyles), color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including domestic partnership status), age (40 or over), sexual orientation, Civil Air Patrol status, military and veteran status, immigration status or any other consideration protected by federal, state or local law. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. This includes conduct such as:

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

### ***Abusive Conduct Prevention***

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

### ***Protection Against Retaliation***

Retaliation is prohibited against any person by another employee or by Brock 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 Brock in violation of the foregoing policies, or who is aware of such behavior against others, should immediately provide a written or verbal report as soon as possible to their supervisor, Human Resources Business Partner, or to the Brock Compliance Hotline at (844) 55-BROCK, option 3, then option 735.

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

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

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

### **Accommodation for Adult Literacy Programs**

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

Employees who wish to self-identify as an individual with a literacy problem and request an accommodation should contact the Human Resources Business Partner for their Business Unit. 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 Brock encourages employees to improve their literacy skills, the Company will not reimburse employees for the costs incurred in attending a literacy program. Time off to attend literacy programs may be provided as a reasonable accommodation unless doing so will result in an undue hardship. However, if time off is provided, the time off may be unpaid. If time off is unpaid, employees wishing to take such leave may utilize their existing vacation time or other accrued paid time off.

### **Accommodation for Victims of Domestic Violence, Sexual Assault or Stalking**

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

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

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

The Company may request that an employee provide a written statement signed by the employee (or an individual acting on behalf of the employee) certifying that the requested accommodation is for the employee's safety while at work. The Company may also require an employee to provide a certification that the employee is the victim of domestic violence, sexual assault or stalking and may request recertification every six months. Any of the following will be considered sufficient certification: a police report indicating the employee was a victim; a court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court; documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries resulting from the crime or abuse; or any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for an authorized purpose.

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

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

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

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact the Human Resources Business Partner for their Business Unit.

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

Brock 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 paid sick and safe time or accrued paid time off, if applicable.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact the Human Resources Business Partner for their Business Unit.

## **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 Brock 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 the Human Resources Department 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.

### **Personal Appearances**

Nothing in the Personal Appearances policy in the National Handbook is intended to prevent employees from wearing a hair or facial hair style that is consistent with their cultural, ethnic, or racial heritage or identity. The policy will be interpreted to comply with applicable local, state, or federal law. The Company will reasonably accommodate exceptions to the policy if required due to an employee's religious beliefs, medical condition, or disability. Employees who need such an accommodation should contact their supervisor or the Human Resources Business Partner for their Business Unit.

## **TIMES OFF AND LEAVES OF ABSENCE**

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

It is the policy of the Company to provide annual Paid Time Off (PTO) to eligible employees in accordance with the guidelines established within this State Supplemental Policy. Eligibility for PTO is typically determined by specific job classifications and is provided at the discretion of the Company.

PTO accrues each pay period as follows:

ELIGIBILITY	Date of hire to Dec 31 of 4 <sup>th</sup> Yr.	Jan. 1 of 5 <sup>th</sup> Yr. to Dec. 31 of 9 <sup>th</sup> Yr.	Jan. 1 of 10 <sup>th</sup> Yr & beyond
All Salaried & Overhead	40 hours	80 hours	120 hours

Site Based AllSafe, Brinderson and Shultz non-union Employees

POSITION	Date of Hire to Dec. 31, 4 <sup>th</sup> Yr.	Jan. 1 of 5 <sup>th</sup> Yr. to Dec. 31, 9 <sup>th</sup> Yr.	Jan. 1 of 10 <sup>th</sup> Yr. and beyond
Site Manager, Superintendent	0 hours	40 hours	80 hours
General Foreman, Foreman, HSE, Timekeeper, Planners, Site Admin.	0 hours	40 hours	80 hours
Leadman, Crafts, All others	0 hours	40 hours	40 hours

Any remaining accrued but unused PTO will be paid out at the end of the calendar year in which it was earned. Upon termination of employment, employees will be paid for accrued and unused PTO in accordance with applicable law.

PTO accrues each pay period according to the chart above depending on the position worked.

The Company prohibits discrimination and/or retaliation against employees for requesting or using PTO for circumstances authorized under the HWHFA or for making a complaint or informing a person about a suspected violation of the HWHFA, cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation, opposing any policy or practice prohibited by any paid sick leave law, or informing any person of their potential rights under the law.

**Floating Holidays**

For California employees, unused floating holidays will be paid out at the end of each calendar year. Any unused floating holidays remaining at the time of separation of employment will be paid out upon termination at the employee’s final rate of pay.

**Paid Sick & Safe Time**

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

***Eligibility***

Employees (including full-time, part-time and temporary employees) who are ineligible for PTO are eligible for PSST under the HWHFA as set forth in this policy.

Employees may begin to use their PSST beginning on their 90th day of employment.

### ***Annual Grant of Paid Sick and Safe Time***

Eligible Brinderson and Shultz non-union employees will be granted 40 hours paid sick and safe time upon the first day of employment.

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

An employee's *use* of paid sick and safe time is limited to 40 hours, or the equivalent of five work days (based on the employee's work schedule), whichever is greater, per calendar year.

Employees will not accrue paid sick and safe time during unpaid leaves of absence. Employees are not required to find an employee to cover their work when they take paid sick and safe time. The Company will not count the use of PSST as absences when evaluating absenteeism.

### ***Reasons Sick and Safe Time May be Used***

Employees may use PSST for themselves and their family members:

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

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

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



- Registered domestic partner (as defined by state or local law), as well as the child or parent of a registered domestic partner.

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

### ***Requesting Paid Sick and Safe Time***

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

### ***Rate of Pay for Sick and Safe Time***

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

### ***Carryover***

Accrued but unused paid sick and safe time will not carry over from year to year.

### ***Separation From Employment***

Compensation for accrued and unused PSST is not provided upon separation from employment for any reason. If an employee is rehired by the Company within 12 months of separation from employment, previously unused sick and safe time will immediately be reinstated (up to the maximum of 40 hours (per the employee's previous work schedule)). Rehired employees will be allowed immediate use of this time and to accrue additional paid sick days upon rehiring, consistent with the use limitations of this policy.

### ***Confidentiality***

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

### ***Effect on Other Rights and Policies***

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

### ***No Discrimination or Retaliation***

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

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

The Company will grant time off to employees in accordance with the requirements of the California Family Rights Act (“CFRA”) and the federal Family and Medical Leave Act (Fed-FMLA). Where both the CFRA and Fed-FMLA apply, the leave provided by each will count against the employee’s entitlement under both laws and must be taken concurrently. An employee who is eligible for leave under only one of these laws will receive benefits in accordance with that law only. In any case, employees will be eligible for the most generous benefits available under applicable law.

The following policy addresses employee rights under the CFRA only. Employees should refer to the National Handbook for additional detail regarding the Fed-FMLA. All questions concerning this policy should be directed to the Human Resources Business Partner for the employee’s Business Unit.

### ***Employee Eligibility***

To be eligible for CFRA leave, employees must have been employed by the Company for a total of at least 12 months (52 weeks) at any time prior to the commencement of the leave and have worked at least 1,250 hours over the previous 12 months as of the start of the leave.

## ***Qualifying Reasons For Leave***

Eligible employees may request leave under the CFRA for one or more of the following reasons:

- For the birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
- To care for the employee's spouse or registered domestic partner, child (regardless of age or dependency status), parent, grandparent, grandchild, or sibling, with a serious health condition;
- For the employee's own serious health condition, except for disability from pregnancy, childbirth or a related medical condition; or
- For a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States;

For purposes of this policy, a "parent" includes a biological, foster or adoptive parent, a stepparent, parent-in-law, a legal guardian or other person who stood in loco parentis to the employee when the employee was a child.

"Serious health condition" means an illness, injury (including, but not limited to, on-the-job injuries), impairment or physical or mental condition that involves either:

- Inpatient care (including, but not limited to, substance abuse treatment) in a hospital, hospice or residential medical care facility, including any period of incapacity (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) or continuing supervision 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 or treatment for incapacity due to a chronic serious health condition that requires periodic visits to a health care provider, continues over an extended period of time and may cause episodic incapacity;

- A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, such as Alzheimer's, a severe stroke and the terminal stages of a disease; or
- Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider either for (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.

### ***Length of Leave***

Employees are entitled to a maximum of 12 workweeks of CFRA leave in a 12-month period. The applicable "12-month period" used by the Company is the a rolling 12-month period measured backward from the date an employee uses CFRA leave. Under this method the 12-month period is measured backward from the day the employee uses any CFRA leave];

CFRA leave is not available when an employee is disabled by pregnancy, childbirth or a related condition. However, employees disabled by pregnancy, childbirth or a related medical condition may be entitled to pregnancy disability leave under California law and the Federal FMLA. Federal FMLA leave will generally run concurrently with pregnancy disability leave. CFRA leave is in addition to and will not run concurrently with leave taken in accordance with California's pregnancy disability leave law.

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

When the reason for CFRA leave is the employee's serious health condition, which also constitutes a "disability" under California's Fair Employment and Housing Act ("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 be a reasonable accommodation under the FEHA.

### ***Intermittent or Reduced Schedule Leave***

Under some circumstances, employees may take CFRA leave intermittently, which means taking leave in blocks of time or reducing the employee's normal weekly or daily work schedule. An employee may take leave intermittently or on a reduced schedule whenever it is medically necessary to care for the employee's child, parent, spouse, registered domestic partner or registered domestic partner's child with a serious health condition or because the employee has a serious health condition. The medical necessity of the leave must be determined by the health care provider of the person with the serious health condition.

Intermittent or reduced schedule leave may also be taken for absences where the employee or their family member is incapacitated or unable to perform the essential functions of the job because of a chronic serious health condition, even if the person does not receive treatment by a health care provider.

Leave due to military exigencies may also be taken on an intermittent or reduced leave schedule basis.

Leave taken intermittently may be taken in increments of no less than one hour. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Please contact the Human Resources Business Partner for your Business Unit prior to scheduling medical treatment. If CFRA Leave is taken intermittently or on a reduced schedule basis due to planned medical treatment, the Company may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If an employee using intermittent leave or working a reduced schedule finds it physically impossible to start or stop work mid-way through a shift in order to take CFRA leave and is therefore forced to be absent for the entire shift, the entire period will be counted against the employee's CFRA entitlement. However, if there are other aspects of work that the employee is able to perform that are not physically impossible, then the employee will be permitted to return to work, thereby reducing the amount of time 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 the Human Resources Business Partner for your Business Unit 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.

### ***Requesting Leave***

Employees who wish to take planned family or medical leave must notify the Human Resources Business Partner for their Business Unit with reasonable promptness when they become aware of the need for leave and should identify the planned dates of the leave. The Company may require employees to provide written notice of the need for leave, except where written notice is not possible because of the need for immediate health care consultation or treatment.

When the need for the leave is foreseeable (such as for the expected birth or placement of a child) employees must, if possible, provide at least 30 days' advance notice. For

events that are unforeseeable, employees should notify the Company (at least verbally) as soon as they learn of the need for leave. Employees should provide notice by contacting Human Resources and the company's 3<sup>rd</sup> party leave administrator, Matrix at 877-202-0055.

Employees who need CFRA leave that is foreseeable due to a planned medical treatment should make reasonable efforts to schedule leave to avoid disruption to Company operations.

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

### ***Certification of Health Care Provider***

When the leave relates to medical issues (i.e., the serious health condition of an employee or family member), employees will be required to provide a medical certification within 15 calendar days of the Company's request, unless it is not practicable to do so. Certification forms are available from the Human Resources Business Partner for your Business Unit. Employees on CFRA leave for their own or a family member's serious health condition may be required to provide a recertification when the original certification expires, if additional leave is requested.

At the Company's expense, the Company may also require a second medical opinion regarding an employee's own serious health condition. Employees are expected to cooperate with the Company in obtaining additional medical opinions that the Company may require.

### ***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 the Human Resources Business Partner for your Business Unit.

### ***Failure to Provide Notice or Certification and to Return From Leave***

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at the leave's expiration and has not obtained an extension of the leave, the Company may presume that the employee does not plan to return to work and has voluntarily terminated their employment.

### ***Benefits***

The Company will continue making contributions for an employee's group health benefits during a leave on the same terms as if the employee had continued to work. This means that, if an employee wants benefits coverage to continue during CFRA leave, the employee must continue to make any premium payments they were required to make for themselves or their dependents prior to the leave. Employees will generally be provided with group health benefits for a 12-workweek period. In some instances, the Company may recover premiums it paid on an employee's behalf to maintain health coverage if the employee fails to return to work following CFRA leave for reasons other than the continuation, recurrence, or onset of a serious health condition or circumstances beyond the employee's control.

An employee's length of service will remain intact, but benefits such as PTO will not accrue while on an unpaid CFRA leave.

No loss of benefits accrued prior to the leave will occur as a result of leave under the CFRA, but employees are not entitled to any benefit or position that they would not have been entitled to if they did not take the leave.

### ***Compensation During Leave***

Leave taken under this policy is generally unpaid, although depending upon the circumstances, employees may be eligible to receive benefits through state-sponsored programs or the Company's sponsored wage-replacement benefit programs. Also, employees may choose to use accrued PTO and paid sick and safe time, to the extent permitted by law and the Company's policy. If employees elect to have wage-replacement benefits and accrued paid leave integrated, the integration may be arranged such that employees will receive no greater compensation than their regular compensation during this period. The use of paid benefits will not extend the length of CFRA 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 their own serious health condition. However, employees have no greater right to reinstatement than if they had been continuously employed rather than taken leave. For example, if an employee would have been laid off or the employee's position would have been eliminated even if they had not gone on leave, then the employee will not be entitled to reinstatement. However, if an employee has been replaced or the employee's position was restructured to accommodate the employee absence, the employee is entitled to reinstatement. The Company will not limit or deny reinstatement from CFRA leave on the basis that an employee is considered a "key employee" under the FMLA.

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

### ***Confidentiality***

Documents relating to medical certifications, recertifications or medical histories of employees or employees' family members will be maintained separately and treated as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.

### ***Fraudulent Use of CFRA Leave Prohibited***

An employee who fraudulently obtains CFRA Leave from the Company is not protected by the CFRA's job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against an employee due to such fraud.

### ***Nondiscrimination***

The Company takes its CFRA leave obligations very seriously and will not interfere with, restrain or deny the exercise of any rights provided by the CFRA. We will not terminate or discriminate against any individual for exercising their right to family and medical leave under the CFRA or for giving information or testimony regarding their own or another person's leave in an inquiry or proceeding related to rights under the CFRA. If an employee believes that their CFRA rights have been violated in any way, they should



immediately report the matter to the Human Resources Business Partner for their Business Unit.

Employees should contact the Human Resources Business Partner for their Business Unit as to any CFRA questions they may have.

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

### ***Pregnancy Disability Leave***

Any employee who is disabled by pregnancy, childbirth or a related medical condition (including medical conditions relating to lactation) is eligible for up to four months of pregnancy disability leave. If an employee is also eligible for leave under the federal Family and Medical Leave Act (Fed-FMLA), the Fed-FMLA leave and the pregnancy disability leave will run concurrently.

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

### ***Reasonable Accommodation for Pregnancy-Related Disabilities***

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

The Company will provide a temporary transfer to a less-strenuous or -hazardous position or duties or other accommodation to an employee affected by pregnancy if:

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

No additional position will be created, and the Company will not terminate another employee, transfer another employee with more seniority, or promote or transfer any

employee who is not qualified to perform the new job as a part of the accommodation process.

Examples of reasonable accommodations include: (1) modifying work schedules to provide earlier or later hours; (2) modifying work duties, practices or policies; (3) providing time off; (4) providing furniture (such as stools) and modifying equipment and devices; and (5) providing additional break time for lactation or trips to the restroom. If time off or a reduction in hours is granted as a reasonable accommodation, the Company will consider the reduced hours/time off as pregnancy disability leave and deduct those hours from an employee's four-month leave entitlement.

### ***Advance Notice and Medical Certification***

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, employees must provide the Company with:

- 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
- As much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not possible; and
- A signed medical certification from their health care provider that states that they are disabled due to pregnancy or that it is medically advisable for them to be temporarily transferred or to receive some other requested accommodation.

The Company may require employees to provide a new certification if they request an extension of time for their leave, transfer or other requested accommodation.

Failure to provide the Company with reasonable advance notice may result in the delay of leave, transfer or other requested accommodation.

### ***Duration***

The Company will provide employees with pregnancy disability leave for a period not to exceed four months. The four months is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks. This leave may be taken intermittently or on a continuous basis, as certified by the employee's health care provider.

The Company may require an employee to temporarily transfer to an available alternative position to meet the medical need of the employee to take intermittent leave or work on a reduced schedule as certified by the employee's health care provider. The employee must be qualified for the alternative position, which will have an equivalent rate of pay and benefits, but not necessarily equivalent job duties.

Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of pregnancy disability leave time

the employee has available unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work. The length of the transfer or other accommodation will depend upon the period of time for which it is medically advisable.

### ***Benefits***

The Company will maintain an employee's health insurance benefits during an employee's pregnancy disability leave for a period of up to four months (as defined above) on the same terms as they were provided prior to the leave time. If employees take additional time off following a pregnancy disability leave that qualifies as leave under the California Family Rights Act (CFRA) the Company will continue their health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

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

### ***Integration With Other Benefits***

Pregnancy disability leaves and accommodations that require employees to work a reduced work schedule or to take time off from work intermittently are unpaid. Employees may use their accrued paid time off (PTO) or sick during the unpaid leave of absence, if applicable. However, use of sick, vacation or other PTO benefits will not extend the available leave of absence time. Sick, vacation and other PTO leave hours will not accrue during any unpaid portion of the leave of absence, and employees will not receive pay for official holidays that are observed during their leave of absence except during those periods when they are substituting PTO or paid sick and safe time for unpaid leave.

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

### ***Reinstatement***

If the employee and the Company have agreed upon a definite date of return from the leave of absence or transfer, the employee will be reinstated on that date if they notify the Company that they are able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, the employee will be returned to work within two business days, where feasible, after notifying the Company of their readiness to return.

Before employees will be allowed to return to work in their regular job following a leave of absence or transfer, they must provide the Human Resources Business Partner

for their Business Unit 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 the Human Resources Business Partner for their Business Unit.

### **Reproductive Loss Leave**

Employees may take up to 5 days of unpaid leave following a reproductive loss event and no more than 20 days of unpaid leave in a 12 month period. Employees may choose to use any accrued paid time off or available sick leave for this leave.

Qualified leave events include:

- Failed adoption
- Failed surrogacy
- Miscarriage
- Stillbirth
- Unsuccessful assisted reproduction

Eligible employees must have worked for the Company at least 30 days. Employees must take the leave within 3 months of the qualifying event, but need not be taken on consecutive days.

## Family Military Leave

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

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

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

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

## School or Child Care Activities Leave

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

- Finding, enrolling or reenrolling the child in a school or with a licensed child care provider;
- Participating in school or child care-related activities; or
- Addressing a child care provider or school emergency.
- "Parent" includes parent, guardian, stepparent, foster parent, grandparent, and persons who stand *in loco parentis* (in place of a parent) to a child.

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

- The school or child care provider has requested that the child be picked up or has an attendance policy (excluding planned holidays) that prohibits the child from attending or requires that the child be picked up from school or child care;
- Behavioral or discipline problems;
- Closure or unexpected unavailability of the school or child care provider (excluding planned holidays);
- A natural disaster (e.g., fire, earthquake or flood).

Employees wishing to take time off for a planned absence (e.g., to participate in scheduled school or child care provider activities or enroll a child in school or with a child care provider), must provide reasonable advance notice to their 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 Brock, only one parent - the first to provide notice - may take the time off, unless Brock approves both parents taking time off simultaneously.

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

## **School Discipline Leave**

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

To be eligible for leave, the employee must provide advance notice that their appearance at the school has been requested. The Company may require employees to provide documentation, including a copy of the school's notice or some other certification stating that the employee's presence at the school is mandatory.

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

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

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

### **Bone Marrow Donor Leave**

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

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

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

Employees may use all available accrued sick, vacation or paid time off (PTO) concurrently with this time off. If an employee does not have enough earned sick, vacation or PTO time to cover the leave period, the remaining days of leave will be paid by the Company. Use of this leave will not be counted against any available leave under the federal Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), if applicable. Leave under this policy is also not considered a break in service for purposes of, salary adjustments, sick and safe time, PTO, annual leave or seniority.

While on bone marrow donor leave, the Company will maintain all group health insurance benefits as if the employee was still at work. In most circumstances, upon return from this leave, an employee will be reinstated to their original job or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee did not take a leave. For example, if an employee on bone marrow donor leave would have been laid off had they not taken a leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

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

### **Organ Donor Leave**

Eligible employees who undergo a medically necessary procedure to donate an organ to another person will be provided with up to 30 workdays off, without a loss in pay, and

an additional 30 workdays off without pay, in any one-year period. For purposes of this policy, a "one-year period" is 12 consecutive months from the date the employee begins their leave. Employees may take leave in one or more periods, as long as the leave does not exceed 60 days in any one-year period.

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

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

Employees may use all available accrued paid sick and safe time or paid time off (PTO) concurrently with this time off. Any remaining days of paid leave will be paid by the Company, up to 30 workdays. Use of this leave will not be counted against any available leave under the federal Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), if applicable. Leave under this policy is also not considered a break in service for purposes of, salary adjustments, sick and safe time, PTO, annual leave or seniority.

While on organ donor leave, the Company will maintain all group health insurance benefits as if the employee was still at work. In most circumstances, upon return from this leave, an employee will be reinstated to their original job or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee did not take a leave. For example, if an employee on organ donor leave would have been laid off had they not taken a leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

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

## **Military Leave**

In addition to the federal protections under the Uniformed Services Employment and Reemployment Rights Act, 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 PTO, sick and safe time, or any other type of accrued leave prior to taking unpaid civil air patrol leave, but may choose to use such benefits during leave to receive pay.

Following leave, an employee must return to work as soon as practicable and must provide evidence of the satisfactory completion of Civil Air Patrol service. If the employee complies with these requirements, the employee will be restored to their prior position without loss of status, pay or other benefits.

## **Jury and Witness Duty Leave**

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

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

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

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

## **Crime Victim Leave**

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

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

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

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

Employees should give the Company reasonable notice of the need for leave, unless advance notice is not feasible. When an unscheduled absence occurs, the Company may require the employee to provide written certification of the need for time off. Any of the following will be considered sufficient certification: a police report indicating the employee was a victim; a court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court; documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse; or any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for an authorized purpose.

Additionally, an employee who is a victim may take time off for any of the following reasons: (1) to seek medical attention for injuries caused by the crime or abuse; (2) to obtain services from a domestic violence shelter, program, rape crisis center or victim services organization or agency as a result of the crime or abuse; (3) to obtain psychological counseling or mental health services related to an experience of crime or abuse; and (4) to participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

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

policy is limited to that provided under the FMLA. For example, an employee is not entitled to time off due to reasons in this policy if they have already exhausted the maximum 12 weeks of leave under the FMLA.

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

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

The Company will not discriminate or retaliate against any employee because of the employee's status as a victim of crime or abuse, if the employee provides the Company notice of such status, the Company has actual knowledge of such status, or the employee takes or requests leave in accordance with this policy.

Employees who have questions about this policy or who wish to request a leave of absence under this policy should contact the Human Resources Business Partner for their Business Unit.

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

Brock 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 PTO and sick and safe time, in order to receive compensation during the time taken off from work.

## **Leave To Attend Court Proceedings for Serious Crimes**

Brock 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 PTO and sick and safe time, in order to receive compensation during the time taken off from work.

## **Time Off to Vote**

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

Any employees who do not have sufficient time outside of working hours to vote in a statewide public election, while the polls are open, may take up to two hours off from

work, without loss of pay. Any additional time off will be without pay. Employees must take the time off at the beginning or end of their regular work schedule, whichever allows the greatest amount of free time for voting and the least amount of time off from work, unless mutually agreed otherwise.

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

## **Election Officer Leave**

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

Time off under this policy will be unpaid.

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

Proof of having served as an election official may be required

## **PAY PRACTICES**

### **Overtime**

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

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

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

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

**Discussion of Wages**

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

This policy does not require disclosure of wages.

**Meal and Rest Breaks**

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

***Meal Breaks***

The Company provides at least a 30-minute meal period to employees who work more than five hours and a second 30-minute meal period to employees who work more than 10 hours in a workday, unless they have elected to waive a meal period in accordance with the Company’s policy and state law. Employees are relieved of all of their duties during meal periods and are allowed to leave the premises.

The Company provides meal periods as follows:

Number of Actual Hours Worked Per Shift	# Meal Periods	Comments
0 to ≤ 5.0	0	An employee who does not work more than five hours in a workday is not provided with a meal period.
> 5.0 to ≤ 10.0	1	An employee who works more than five hours in a workday, but who does not work more than ten hours in a workday, is provided with a 30-minute meal period



		available before working more than five hours, subject to any meal period waiver in effect.
> 10.0	2	An employee who works more than ten hours in a workday is provided with a second 30-minute meal period available before working more than ten hours, subject to any meal period waiver in effect. The meal period waiver will be invalidated if the employee works more than 12 hours.

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

***Rest Breaks***

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

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

		in a workday is entitled to three 10-minute rest breaks. <sup>1</sup>
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Whenever practicable, rest breaks should be taken near the middle of each four-hour work period. Employees may not accumulate rest breaks or use rest breaks as a basis for starting work late, leaving work early, or extending a meal period.

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

### ***Responsibilities***

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

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

### **Lactation Accommodation**

Employees have the right to request lactation accommodation. The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child each time the employee has need to express milk. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, the lactation break time will be unpaid for nonexempt employees.

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

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

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

The Company will provide employees with the use of a room or other location to express milk in private. The lactation room or other location will not be a bathroom and will be safe, clean, free from hazardous materials, in close proximity to the employee's work area, shielded from view and free from intrusion by co-workers and/or the public. This location may be the place where the employee normally works, if applicable. The lactation room or other location will include a surface on which to place a breast pump or other personal items, a place to sit and electricity or alternative devices (e.g., an extension cord or charging station) needed to operate an electric or battery-powered breast pump. Lactating employees who pump breastmilk will also have access to a sink with running water and a refrigerator or alternative cooling device suitable for storing milk in close proximity to their workspace.

A room or other location identified for lactation may also be used for other purposes. However, during times when an employee is using the location for lactation purposes, that use will take precedence over all other uses. Employees who have questions or concerns related to lactation room scheduling conflicts should contact their supervisor or the Human Resources Business Partner for their Business Unit. Any non-exempt employee who is not provided with a break as requested to express milk, should immediately contact the Human Resources Business Partner for their Business Unit.

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

Employees who wish to request lactation accommodation should contact their respective HR Representative. 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, Brock 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 the Human Resources Business Partner for your Business Unit.

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

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

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

## **EMPLOYEE BENEFITS**

### **Family Leave Insurance**

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

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

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

#### ***Amount and Duration of Benefits***

The weekly benefit amount is generally 60 or 70 percent of the employee's earnings (depending upon the employee's income), with benefits capped according to a state-imposed maximum weekly benefits amount. Employees may receive up to eight weeks of PFL benefits during a 12-month period, but may not receive more benefits than earned in wages during the base period for calculating benefits (generally, the 12 months prior to the quarter in which the claim is made).

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

## **SAFETY AND SECURITY**

### **Drug and Alcohol-Free Workplace Policy**

Brock Group (the Company”) values its employees and customers and desires a safe, productive and healthy workplace. Drugs and/or alcohol abuse adversely affects productivity, work quality, and dependability, as well as poses a significant threat to the safety, security and welfare of the Company, its employees, customers, vendors and the general public. Such abuse can also affect an employee’s opportunity for advancement and successful employment. Therefore, this Drug and Alcohol-Free Workplace Policy (“Policy”) is to notify all employees that, pursuant to the Federal Drug-Free Workplace Act of 1988, the Company prohibits the misuse of drugs and alcohol as discussed herein.

This policy applies to all employees in California, including temporary and seasonal workers, and supersedes any other policies on this topic. Job applicants may be required to take and pass a drug test following a conditional offer of employment and before commencing work.

Questions about the policy may be directed to Human Resources.

#### ***Dangers and Health Risks***

The abuse of illegal narcotics, depressants, stimulants, hallucinogens, or alcohol can cause serious detriment to a person’s health. The health risks associated with the misuse of the previously mentioned drugs vary but include, and are not limited to: convulsions, coma, paralysis, irreversible brain damage, tremors, fatigue, paranoia, insomnia, and possible death. Drug and alcohol abuse is extremely harmful to a person’s health, interferes with productivity and alertness, and working while under the influence of drugs or alcohol can be a danger to the employee, fellow workers, customers, and members of the public.

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

The Company strictly prohibits the use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation and/or transfer of illegal drugs or other unlawful intoxicants at any time, and in any amount or any manner, regardless of occasion. “Illegal drugs” means all drugs whose use or possession is regulated or prohibited by federal, state or local law. These include prescription medication that is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription.

Marijuana remains illegal as a matter of federal law and therefore its use or possession violates this policy even if the individual is otherwise compliant with California's medical or recreational marijuana laws. The Company will endeavor to accommodate individuals with disabilities as required under applicable law, but will not accommodate the use of medical marijuana at work or excuse policy violations related to medical marijuana.

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

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, an employee taking medication should consult with a health care professional or review dosing directions for information about the medication's effect on the employee's ability to work safely, and promptly disclose any work restrictions to a supervisor or Human Resources. Employees are not required to reveal the name of the medication or the underlying medical condition. For safety reasons, medicines brought to the workplace or carried by the employee onto customer premises should be carried in their original containers.

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

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

The Company prohibits the use of alcohol while working or while operating a company-provided (company owned or leased) vehicle. Employees also are prohibited from working or coming onto company premises with alcohol in their systems. The use or abuse of alcohol off-the-job that impairs performance on-the-job also may subject the employee to disciplinary action.

On occasion, the Company may make exceptions to this policy and permit the use of alcohol at a Company-sponsored or approved event. Individuals of legal drinking age who elect to consume alcohol at such an event are expected to act professionally at all times and to refrain from becoming intoxicated or impaired.

### ***Discipline***

Compliance with this policy is a condition of employment. Individuals who violate this policy will be subject to adverse employment action, up to and including termination from employment. Job applicants in violation of this policy will not be hired.

### ***Employee Assistance and Rehabilitation***

Employees who voluntarily seek help for substance abuse (self-referral) by contacting the Company will be provided an opportunity to pursue counseling and rehabilitation.

The Company will make available to these Employees information about counseling and rehabilitation services, including the Company's Employee Assistance Program ("EAP") provider. Employees should contact Human Resources for information on accessing the EAP and/or a list of drug and alcohol treatment facilities and hot lines that are available to assist employees in the treatment of an alcohol or drug related problem. Consistent with California law, the Company offers reasonable accommodations to any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, including a leave of absence pursuant to the Company's leave policies, so long as any such accommodation does not impose an undue hardship on the Company.

An employee who is receiving counseling and/or treatment for substance abuse may use available vacation time, sick leave or, if eligible, family and medical leave. Health insurance often covers the costs of such services, but costs not covered must be paid by the employee. The employee may not return to work until released by a treatment provider to do so and he or she receives a negative result on a return-to-work drug and/or alcohol test (as appropriate for that individual). In addition, the employee may be asked to submit to follow-up testing for a period following the return to work.

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

### ***Drug & Alcohol Testing Requirements***

The Company may ask workers to submit to drug and/or alcohol tests in the following circumstances:

Pre-Employment - Individuals may be offered employment conditioned on taking and passing a drug test before commencing work. Employment offers will be withdrawn whenever an applicant receives a verified positive test result or refuses to participate in the testing process. Applicants may not begin working before a test result has been returned.

Reasonable Suspicion - When supervision has reason to believe that any employee is under the influence of or impaired by an illegal drug or alcohol while at work or on company premises, or is otherwise in violation of this policy, the employee may be asked to submit to a reasonable suspicion drug or alcohol test. Requests for tests based upon reasonable suspicion will be based upon reasonably contemporaneous observations of the individual's behavior or performance or other credible information report of a substance abuse issue. Examples of what may trigger a request to submit to a reasonable suspicion test include, but are not limited to, one or more of the following:

- bizarre or erratic behavior (endangerment to self, fellow employees, property, equipment or services provided), or a pattern of conduct that indicates substance abuse may be a problem;
- suspected possession of alcohol, drugs or drug paraphernalia while working or on our premises (including member and customer premises); and/or
- a physical appearance, odor, or symptoms that may indicate drug or alcohol abuse.

Employees asked to take a reasonable suspicion drug and/or alcohol test will be transported to the collection site for testing and then transported home pending receipt of test results.

### Post-Accident Testing

Employees whose acts appear to have caused or contributed to a serious accident may be required to submit to post-accident testing as part of the investigation.

- A “serious accident” is defined as one which causes significant property damage or causes an injury for which medical treatment beyond simple first aid is required.
- Following a workplace accident, individuals involved should refrain from the use of alcohol until testing is complete. Post-accident tests will be completed as soon as possible after the accident is reported.

Employees asked to undergo a post-accident test will be escorted to the collection site and then sent home on administrative leave pending the outcome of the testing process.

Random (Safety-Sensitive) - Employees holding safety-sensitive positions are subject to unannounced drug tests on a random selection basis. Random selection basis means a mechanism for selection of employees that: (1) results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected, and (2) does not generally give the Company discretion to waive the selection of any employee selected under the mechanism.

### ***Procedures for Drug & Alcohol Testing***

Consent - No alcohol test may be administered, sample collected, or drug test conducted on any sample without the consent of the individual being tested. However, a refusal to submit to a proper test will subject the individual to disciplinary action, up to and including termination. The Company pays the costs of all drug and/or alcohol tests it requires of employees and applicants.

Collection and Chain-of-Custody - Persons being tested will be asked to provide a test sample by the collection site person. Procedures for the collection of specimens will allow for reasonable individual privacy. Specimens may include urine, hair, or oral



fluids. Urine specimens will be tested for temperature, and may be subject to other validation procedures as appropriate. Dilute urine specimens may require a recollection. The collection site person and the person being tested will maintain chain-of-custody procedures for specimens at all times.

Employees should inform a Company Human Resources representative, or the collection site person, as soon as possible if the employee is in need of an accommodation to participate in the testing process.

Testing Methods - All drug test samples will be screened using an immunoassay technique and all presumptive positive drug tests will be confirmed using gas chromatography/mass spectrometry (GC/MS). All confirmatory drug tests will be conducted by a laboratory certified to conduct workplace drug testing. Alcohol tests may be conducted using breath and will ordinarily be conducted and confirmed immediately at the collection location. Tests will seek only information about the presence of drugs and alcohol (or their metabolites) in an individual's body and will not test for any medical condition.

Notification - The Company's contracted Medical Review Officer ("MRO") (a health care professional with an expertise in toxicology) will attempt to contact any individual whose sample was confirmed positive by the laboratory. The MRO will offer the individual an opportunity to discuss, in confidence, any legitimate reasons he or she may have that would explain the positive drug test. If the individual provides an explanation acceptable to the MRO that the positive drug-test result is due to factors other than the consumption of illegal drugs or other prohibited behavior, the MRO will order the positive test result to be disregarded and will report the test as negative. Otherwise, the MRO will verify the test as positive. The MRO may also review test results that are apparently dilute, substituted, or adulterated, and verify those test results as well. Individuals will be provided with a copy of the notice of their test results. The MRO will not share any information about lawful employee use of medications for therapeutic purposes with the Company.

Right to Retest - An individual who tests positive for drugs may request that his or her original sample be sent to an independent certified laboratory for an independent confirmatory test, at the individual's expense, although the Company may suspend, transfer, or take other appropriate action pending the results of any such re-test.

Refusing a Test - An individual's refusal to submit to a Company-required drug and/or alcohol test is a violation of this policy and grounds for discipline. Attempts to tamper with, substitute, adulterate, dilute, evade, or otherwise falsify a test sample are considered refusals to submit to a test, as is a failure to appear at the testing location promptly after being asked to submit to a test.

## ***Drug Conviction Notification Requirements***

In connection with the Company's drug-free workplace compliance efforts, please note the following requirements.

- Employees must, as a condition of employment, report any conviction under a criminal drug statute for violations occurring on Company premises or while conducting Company business. A report of a conviction must be made to Human Resources within five (5) days of the conviction.
- The Company will then notify the government contracting office of the reported violation within 10 days after receiving notice from the employee.
- Within 30 days after receiving notice of an employee conviction, the Company will impose discipline as outlined in this Policy on the employee convicted.

## ***Confidentiality***

All records relating to test results, and employee medical information shall be kept confidential, and disseminated to and within the Company only on a need-to-know basis. Such records will be kept in secure files separate from personnel files. Test results will not be released outside the Company without the written consent of the tested individual, except as may be required by law or legal process.

## **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**

Brock 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 is required

to work through some or all of a cool-down period should complete a "California Cool-Down Premium Request Form" and submit it to their supervisor no later than the end of the pay period (Premium Request Forms are provided upon request). The Company will assume that any nonexempt employee who fails to record a missed cool-down period missed the cool-down period voluntarily.

## **Injury and Illness Prevention Program**

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

To this end, the Company must rely upon employees to help keep work areas safe and free of hazardous conditions. Employees should be conscientious about workplace safety, including proper operating methods and known dangerous conditions or hazards. You should report any unsafe conditions or potential hazards to your supervisor *immediately*; even if you believe you have corrected the problem. If you suspect a concealed danger is present on the Company's premises, or in a product, facility, piece of equipment, process, or business practice for which the Company is responsible, bring it to the attention of your supervisor *immediately*.

Additionally, the Company has developed a written Injury and Illness Prevention Program as required by law. A copy of the Program is available for your review from a Safety Manager. 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**

The use of hand-held phones is governed by the Company policy on Mobile Devices and the Fleet Driver Program. 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.