



VanderHouwen

Recruiting • Relationships • Opportunity

California Handbook Addendum

Effective February 1, 2021

Paid Sick Leave

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

Employee Documentation

Employees are to submit VanderHouwen's Paid Sick Leave Request Form when requesting paid sick time for the appropriate pay period. If an employee uses more than three consecutive days of sick time, VanderHouwen may request supporting documentation verifying the employee was out for a qualifying reason.

Use of Sick Time

Sick time may be used for qualifying absences (see below) in increments of one (1) hour and may be used to cover all or part of a shift. Employees must use sick time for qualifying absences. However, employees may choose to trade shifts instead of using sick time if approved by his or her supervisor. When using sick time, employees are not required to find coverage for their shift.

When using sick time, employees will be paid at the rate the employee would have earned had they not been absent, however, employees will not be paid for lost tips, commissions, or overtime.

Accrued, but unused sick time will not be paid to the employee upon termination, resignation, retirement, or other separation of employment. An employee rehired within 6 months of separation is entitled to use previously accrued sick time immediately upon re-employment.

Requesting Sick and Safe Leave and Documentation

If the need for paid sick and safe leave is foreseeable, employees must provide notice ten days before the leave would begin, unless they learn of the need to use leave within a shorter period.

If the need for paid sick and safe leave is unforeseeable, employees should provide notice as soon as practicable after the need for leave arises. To provide notice of the need to use paid sick and safe leave, employees must verbally notify his or her supervisor and send a message to HR@vanderhouwen.com.

Employee shall submit a written Paid Sick Leave Request Form to Human Resources within 5 days of returning to work (only two exceptions to the 5 day rule will be granted so long as the form is received prior to next payroll period).

VanderHouwen may require that employees provide documentation verifying that paid sick and safe leave time was used for a covered purpose. Employees are required to provide the requested documentation within five days of the request.

For paid sick and safe leave that is needed because of domestic violence or sexual assault, satisfactory documentation includes:

- A police report indicating that the employee or a family member was a victim of domestic violence or sexual assault;
- A court document indicating that the employee or a family member is involved in legal action related to domestic violence or sexual assault; or

- A signed statement of a victim and witness advocate affirming that the employee or a family member is receiving services from a victim services organization.

The documentation need not explain the details of the violence or medical condition. Failure to comply with these notice and documentation requirements may result in discipline.

Eligibility

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

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

Annual Accrual of Paid Sick & Safe Time

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

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

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

An employee's use of paid sick and safe time is limited to 24 hours or the equivalent of three workdays (based on the employee's work schedule), whichever is greater, per benefit 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.

Reasons Sick & Safe Time May be Used

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

- For diagnosis, care or treatment of an existing medical condition; and
- 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 his or her child;
- Seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
- Obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking;

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

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

- Spouse;
- Biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands in loco parentis;
- Biological, adoptive or foster parent, stepparent, a legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- Sibling;
- Grandparent or grandchild; 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 & 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 manager or Human Resources for any absence from work. If the need for paid sick and safe time is unforeseeable, employees must provide notice to their manager or Human Resources 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 & Safe Time

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

Carryover

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

Separation from Employment

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

Confidentiality

VanderHouwen 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 & Policies

VanderHouwen 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. VanderHouwen is committed to complying with all applicable laws. Employees should contact their Human Resources for information about other federal, state and municipal domestic violence, medical or family leave rights.

No Discrimination or Retaliation

VanderHouwen prohibits discrimination and/or retaliation against employees for requesting or using paid sick and safe time for authorized circumstances, for making a complaint or for informing a person about a suspected violation of this policy. Likewise, VanderHouwen 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 his or her potential rights under the law.

Paid Sick & Safe Time (San Diego Only)

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

Eligibility

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

Employees may begin to use their accrued time on their 91st calendar day of employment.

Annual Accrual of Paid Sick & Safe Time

Eligible employees begin to accrue paid sick and safe time on the first day of employment.

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

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

An employee's use of paid sick and safe time is limited to 40 hours per benefit 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.

Reasons Sick & Safe Time May Be Used

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

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

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

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

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

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

Requesting Paid Sick & Safe Time

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

Rate of Pay for Sick & Safe Time

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

Carryover

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

Employee Transfer

If an employee is transferred to a separate division, entity, or location in the City, but remains employed by VanderHouwen, the employee is entitled to all accrued and unused sick and safe time accrued at the prior

division, entity, or location, and is entitled to retain and use all sick and safe time under the terms of this policy.

Separation from Employment

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

Confidentiality

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

Effect on Other Rights & Policies

VanderHouwen 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. VanderHouwen is committed to complying with all applicable laws. Employees should contact Human Resources for information about other federal, state and municipal domestic violence, medical or family leave rights.

No Discrimination or Retaliation

VanderHouwen will not retaliate, or tolerate retaliation, against any employee who seeks or obtains sick and safe time in accordance with this policy, who makes a good-faith complaint about a possible ESLO violation, who participates in any administrative or judicial action regarding an alleged ESLO violation or who communicates with any person about such a violation. In addition, VanderHouwen will not retaliate against any employee who informs another person about his or her potential rights under the ESLO.

Policy Against Unlawful Harassment, Discrimination & Retaliation

Equal Employment Opportunity

VanderHouwen 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, 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.

VanderHouwen allows employees to self-identify their preferred gender, name and/or pronoun, including gender-neutral pronouns. VanderHouwen 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, VanderHouwen will identify the employee in accordance with the employee's current gender identity and preferred name.

VanderHouwen will not tolerate discrimination or harassment based upon these protected characteristics or any other characteristic protected by applicable federal, state or local law. VanderHouwen 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 employment opportunity applies to all persons involved in our operations and prohibits unlawful discrimination and harassment by any employee (including managers and co-workers), agent, client, customer or vendor.

Prohibited Harassment

VanderHouwen is committed to providing a work environment that is free of illicit harassment based on any protected characteristics. As a result, VanderHouwen 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, managers, managers, temporary or seasonal workers, agents, clients, vendors, customers, or any other third party interacting with VanderHouwen ("third parties") and prohibits proscribed harassing conduct by any employee or third party of VanderHouwen, including nonmanagery employees, managers and managers. If such harassment occurs on VanderHouwen's premises or is directed toward an employee or a third party interacting with VanderHouwen, 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 VanderHouwen had no knowledge of such conduct.

Other Types of Harassment

Prohibited harassment on the basis of any legally protected classification, including, but not limited to: 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, includes 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 VanderHouwen and persons in the workplace perform their jobs productively as assigned, and in a manner that meets all of managements' expectations, during working times, and that they and 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 VanderHouwen for using VanderHouwen'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 & Abusive Conduct Complaint Procedure

Any employee who believes that he or she has been harassed, discriminated against, or subjected to retaliation or abusive conduct by a co-worker, manager, agent, client, vendor, customer, or any other third party interacting with VanderHouwen in violation of the foregoing policies, or who is aware of such behavior against others, should immediately provide a written or verbal report to his or her manager, any other member of management, or Human Resources.

Employees are not required to make a complaint directly to their immediate manager. Managers who receive complaints of misconduct must immediately report such complaints to Human Resources who will attempt to resolve issues internally.

When a report is received, VanderHouwen 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. VanderHouwen expects all employees to fully cooperate with any investigation conducted by VanderHouwen into a complaint of proscribed harassment, discrimination or retaliation or regarding the alleged violation of any other VanderHouwen policies. VanderHouwen 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, VanderHouwen will communicate its conclusion as soon as practical. If VanderHouwen determines that this policy has been violated, remedial action will be taken, commensurate with the severity of the offense, up to and including termination of employment. Appropriate action will also be taken to deter any such conduct in the future.

The federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party. Information may be located by visiting the agency website at www.eeoc.gov or www.dfeh.ca.gov.

Disability Accommodation

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, VanderHouwen will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an employee or applicant for employment unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result.

Any employee who requires an accommodation in order to perform the essential functions of his or her job, enjoy an equal employment opportunity and/or obtain equal job benefits should contact Human Resources to request such an accommodation. Human Resources will communicate with the employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation may be appropriate. In some cases, this interactive process may be triggered without a request from the employee, such as when VanderHouwen receives notice from its own observation or another source that a medical impairment may be impacting the employee's ability to perform his or her essential job functions.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. VanderHouwen will evaluate information obtained from the employee, and possibly his or her health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations and will then work with the employee to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on VanderHouwen and/or a direct threat to the health and/or safety of the individual or others, VanderHouwen will generally make the accommodation or it may propose another reasonable accommodation that may also be effective. Employees are required to cooperate with this process by providing all necessary supporting documentation of supporting the need for accommodation, and being willing to consider alternative accommodations when applicable.

VanderHouwen will also consider requests for reasonable accommodations for medical conditions related to pregnancy, childbirth and lactation if supported by medical documentation and/or as required by applicable federal, state or local law.

Employees who wish to request unpaid time away from work because of a qualifying disability should speak to Human Resources regarding a proposed accommodation. VanderHouwen will not retaliate or otherwise discriminate against an employee or applicant who requests an accommodation in accordance with this policy.

Religious Accommodation

VanderHouwen will provide reasonable accommodation for employees' religious beliefs, observances and practices when a need for such accommodation is identified and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances or practices and the employee's job requirements, without causing undue hardship to VanderHouwen.

VanderHouwen has developed an accommodation process to assist employees, management and Human Resources. Through this process, VanderHouwen establishes a system of open communication between employees and VanderHouwen to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees' needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests.

Any employee who perceives a conflict between job requirements and religious belief, observance or practice should bring the conflict and his or her request for accommodation to the attention of Human Resources to initiate the accommodation process. VanderHouwen requests that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

VanderHouwen will not retaliate or otherwise discriminate against an employee or applicant who requests an accommodation in accordance with this policy.

Overtime

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime. Non-exempt employees will be paid one and one-half times their regular rate of pay for all hours worked in excess of 40 hours in any workweek, for all hours worked in excess of eight hours up to and including 12 hours in any workday and for the first eight hours worked on the seventh

consecutive day of work in a workweek. Additionally, employees will be paid double their regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight hours on the seventh consecutive day of work in a workweek. Paid time off such as sick pay, holiday pay and vacation pay will not count toward hours worked for the purpose of determining overtime pay.

All overtime work must be authorized in advance by the employee's manager. Working overtime without prior authorization may result in disciplinary action.

Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees.

For overtime pay calculation purposes, the workday begins at 12:00AM and ends at 11:59PM. The workweek begins at 12:00AM on Saturday and ends at 11:59PM on Friday.

Meal Periods

Except for certain salaried exempt employees, it is our policy to provide and afford all employees who work more than five (5) hours in a work day with an uninterrupted 30-minute meal period free from all duty to commence no later than the end of the fifth hour of work and a second uninterrupted 30-minute meal period free from all duty to commence no later than the end of the 10th hour of work, should an employee work that many hours in any given day. Only in limited circumstances, discussed below, can meal periods be waived. For this reason, unless there is a written agreement for an on-duty meal period approved by Human Resources, employees must record the beginning and ending time of their meal period in the timekeeping system every day. It is also our policy to relieve such employees of all duty during their meal periods, with the employee being at liberty to use the meal period time as the employee wishes. VanderHouwen schedules all work assignments with the expectation that all employees will take their duty-free meal periods and we encourage you to do so. Employees may be asked to confirm in writing that they have been relieved of all duty and otherwise provided all of their daily meal periods during the pertinent pay period, or in the alternative, identify any meal periods they missed. At no time may any employee perform off-the-clock work or otherwise alter, falsify, or manipulate any aspect of their timekeeping records to inaccurately reflect or hide meal periods or time spent working during meal periods.

Please note that no client manager or manager of VanderHouwen is authorized to instruct an employee how to spend his or her personal time during a meal or rest period. Employees should immediately report a manager's instruction to skip or work during a meal period to Human Resources. If VanderHouwen does not address your report of an instruction to skip or work during a meal period, you should contact XeniumHR. VanderHouwen strictly prohibits retaliation against any employee who reports violations of VanderHouwen's meal and rest period policies.

Waiver of Meal Period

Employees may waive their meal periods only under the following circumstances: If employees will complete their work day in six (6) hours, employees may waive their meal period. Any time employees elect to waive a meal period they must submit a written request and receive prior written authorization from Human Resources. Employees may not waive meal or rest periods to shorten their workday or accumulate meal or rest periods for any other purpose.

On-Duty Meal Period

In limited situations, certain designated employees may be authorized to work an "on-duty meal period" when the nature of the employee's duties prevent the employee from being relieved of all duty. Only if the nature of your job duties requires it, and you and VanderHouwen have agreed in advance and in writing to an on-duty meal period, will you be permitted to take an on-duty meal period. In this situation, your on-duty meal period will be paid and treated as hours worked.

VanderHouwen pays one-hour of premium pay at your regular rate of pay in instances where an employee is required by VanderHouwen to work during a meal period or if you are not provided an opportunity by

VanderHouwen to take a meal period in accordance with this policy. Because this should be an exceptional occurrence, if you are aware of such a situation, please be sure to bring it to VanderHouwen's attention. The one-hour premium will not apply in situations where the meal period is waived as permitted by law, where an employee has a lawful on-duty meal period, or when an employee personally chooses to deviate from VanderHouwen's schedules or policies providing meal periods as required by law.

Rest Periods

VanderHouwen provides all employees with the opportunity to take a ten (10) minute paid rest period for every four (4) hours worked (or major fraction thereof), which should be taken so far as practicable in the middle of each four-hour work period. For example, employees are entitled to one 10-minute rest period for shifts between 3 ½ to 6 hours in length, a second 10-minute rest period for shifts of more than 6 hours and up to 10 hours, a third 10-minute rest period for shifts of more than 10 hours and up to 14 hours, and so on. VanderHouwen generally will not authorize a rest period for employees whose total daily work time is less than three and one-half (3 ½) hours. Employees are generally authorized and permitted to schedule their rest periods at their own discretion under these guidelines; however, a manager may ask that rest periods be scheduled to best ensure the smooth operation of their Department. Rest periods may not be combined with other rest periods or meal periods.

Rest periods are "on the clock" and counted as hours worked, and thus, employees are not required to separately record their rest periods on their timesheets or timecards. If your rest period is interrupted, you must notify your manager immediately so that arrangements for you to take a further, uninterrupted, rest period required by VanderHouwen policy can be made. No manager or manager is authorized to instruct an employee to waive a rest period, and rest periods cannot be used to shorten the workday or be accumulated for any other purpose. Rest periods can be waived provided they are waived without any coercion from a manager and the waiver is purely voluntary. Employees may be required to confirm that they have been provided an opportunity to take all of their rest periods during the pertinent pay period. If you are not permitted to take a rest break, you should contact Human Resources. If VanderHouwen does not address the situation, you should contact XeniumHR.

VanderHouwen pays one-hour of premium pay at your regular rate of pay in instances where an employee is required by VanderHouwen to work during a rest period or not provided an opportunity by VanderHouwen to take a rest period in accordance with this policy. Because this should be an exceptional occurrence, if you are aware of such a situation, please be sure to bring it to our attention. The one-hour premium will not apply in situations where an employee personally chooses not to take a rest period or to deviate from VanderHouwen's schedules or policies providing rest breaks as required by law.

Recovery Periods

VanderHouwen provides all employees working in conditions exceeding 80 degrees Fahrenheit with the opportunity to take an uninterrupted cool-down period of at least five (5) minutes as needed to avoid overheating. Employees are permitted to access the provided shaded area and drinking water at any time to avoid heat illness. Cool-down periods are counted as hours worked, and thus, you are not required to record your cool-down periods on your timecards or VanderHouwen's timekeeping system.

It is our policy to relieve employees of all duty during cool-down periods. As such, no manager is authorized or allowed to instruct you to waive or skip a cool-down period, and cool-down periods cannot be used to shorten the workday. You should immediately report a manager's or manager's instruction to skip, shorten, or work during a cool-down period to Human Resources. If VanderHouwen does not address the situation, you should contact XeniumHR.

VanderHouwen pays one-hour of premium pay at your regular rate of pay in instances where an employee is required by VanderHouwen to work during a recovery period or not provided an opportunity to take a recovery period in accordance with this policy. Because this should be an exceptional occurrence, if you are aware of such a situation, please be sure to bring it to our attention. The one-hour premium will not apply in situations where an employee personally chooses not to take a recovery period or to deviate from VanderHouwen's schedules or policies providing recovery periods as required by law.

Seating

VanderHouwen provides suitable seating for employees when the nature of an employee's work reasonably permits. If you do not have seating at your workstation and feel you need seating, please notify your manager or Human Resources. If VanderHouwen does not timely resolve the situation, you should contact XeniumHR.

Day of Rest

VanderHouwen provides employees with at least one day of rest in each seven-day period they work, unless the total hours worked do not exceed 30 hours during the workweek and six hours in any one day of the workweek. However, if the nature of employment reasonably requires an employee to work seven or more consecutive days, the employee may receive days of rest equivalent to one day's rest for every seven days on a monthly basis (e.g., four days of rest per calendar month).

Employees may also independently and voluntarily choose and confirm in writing not to take a day of rest. Employees wishing to do so, should contact Human Resources.

VanderHouwen will make reasonable efforts to accommodate an employee's request to observe a Sabbath or other religious holy day, unless doing so would result in undue hardship to the conduct of VanderHouwen business. VanderHouwen will also attempt to make other reasonable accommodations for the religious beliefs and practices of employees unless such accommodations would result in undue hardship.

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

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

Lactation Accommodation

Employees have the right to request lactation accommodation. VanderHouwen 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 a need to express milk. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, the lactation break time will be unpaid for non-exempt employees.

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

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

VanderHouwen 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 and free from hazardous materials in close proximity to the employee's work area, shielded from view and free from intrusion by co-workers and/or the public. This location may be the place where the employee normally works, if applicable. The lactation room or other location will include a surface on which to place a breast pump or other personal items, a place to sit and electricity or alternative devices (e.g., an extension cord or charging station) needed to operate an electric or battery-powered breast pump. Lactating employees who pump breast milk will also have access to a sink with running water and a refrigerator or alternative cooling device suitable for storing milk in close proximity to their workspace.

A room or other location identified for lactation may be used for other purposes. However, during times when an employee is using the location for lactation purposes, that use will take precedence over all other

uses. Employees who have questions or concerns related to lactation room scheduling conflicts should contact their manager or Human Resources. Any non-exempt employee who is not provided with a break as requested to express milk should immediately contact Human Resources.

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

Employees who wish to request lactation accommodation should contact their manager or Human Resources. If VanderHouwen cannot provide break time or a location that complies with this Lactation Accommodation policy, the employee requesting the accommodation will be notified in writing.

VanderHouwen will not discriminate or retaliate against an employee who requests or uses a lactation accommodation in accordance with this policy or otherwise exercises rights under California's lactation accommodation law. Employees who feel their lactation accommodation rights have been violated can file a complaint with the California Labor Commissioner's Office.

Paid Family Leave Insurance

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

- To bond with a child during the first 12 months after the child's birth or placement for adoption or foster care with the employee; or
- 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.
- 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 who is in the US Armed Forces.

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

Amount & 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 at a state-imposed maximum weekly benefit amount. Employees may receive up to six weeks of PFL benefits during a 12-month period, but may not receive more benefits than earned in wages during the base period for calculating benefits (generally, the 12 months prior to the quarter in which the claim is made).

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

Voting Leave

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

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

Employees must provide at least two working days' notice of the need for leave when, on the third working day prior to the Election day, the employee knows or has reason to believe that he or she 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

VanderHouwen 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.

VanderHouwen 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.

Leave for Jury & Witness Duty

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

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

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

Emergency Responder Leave

VanderHouwen 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 manager or Human Resources before leaving VanderHouwen'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.

Leave for Civil Air Patrol Duty

VanderHouwen 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, VanderHouwen will not retaliate against an employee for requesting or taking Civil Air Patrol leave in accordance with this policy.

VanderHouwen 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 VanderHouwen approves the extension. To be eligible for leave, employees must have been employed by VanderHouwen 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. VanderHouwen may require certification from the proper Civil Air Patrol authority to verify an employee's eligibility for leave. VanderHouwen may deny leave if the employee fails to provide the required certification.

Leave taken under this policy is unpaid except that exempt employees will be paid when required by applicable law. Employees will not be required to exhaust accrued vacation or sick leave or any other type of accrued leave prior to taking unpaid civil air patrol leave, but may choose to use such benefits during leave to receive pay.

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

Leave for Victims of Felony Crimes

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

"Immediate family member" is defined as an employee's spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

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

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

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

Leave to Attend Court Proceedings for Serious Crimes

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

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

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

Accommodation for Victims of Domestic Violence, Sexual Assault or Stalking

VanderHouwen will make reasonable accommodations for any employee who reports that he or she is the victim of domestic violence, sexual assault or stalking and requests that VanderHouwen accommodate his or her safety while at work, unless providing the accommodation will impose an undue hardship on VanderHouwen's business operations or violates VanderHouwen'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 or stalking that occurs at the workplace; safety procedures; or any other adjustment to a job structure, workplace facility or work requirement in response to a domestic violence, sexual assault or stalking or referral to a victim assistance organization.

Employees may also be entitled to a leave of absence under VanderHouwen's Domestic Violence, Sexual Assault or Stalking Victim Leave policy and should consult that policy and/or Human Resources for additional information.

VanderHouwen 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. VanderHouwen may also require an employee to provide a certification, such as police report, court order or documentation from a medical professional, that the employee is the victim of domestic violence, sexual assault or stalking and may request recertification every six months.

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

VanderHouwen 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, VanderHouwen will notify the employee before any information is released.

VanderHouwen will not discriminate, harass or retaliate against any employee because the individual is, or is perceived to be, a victim of domestic violence, sexual assault or stalking or requests a reasonable accommodation in accordance with this policy.

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

Leave for Crime Victims

VanderHouwen will provide time off to any employee who is a victim of a crime or abuse so that the employee may obtain or attempt to obtain relief and to help ensure the health, safety or welfare of the employee or a covered family member.

"Victim" means:

- 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;
- A person whose immediate family member is deceased as the direct result of a crime; and
- Any person against whom any crime has been committed.

"Relief" includes, but is not limited to, a temporary restraining order, restraining order or other injunctive relief.

A crime means a crime or public offense that constitutes a misdemeanor or felony, regardless of:

- Where it takes place; and
- Whether any person is arrested for, prosecuted for or convicted of committing the crime.

An *immediate family member* means a person who is any of the following:

- A child, regardless of age (including a biological, adopted, foster or stepchild; a legal ward; a child of a domestic partner; a child to whom the employee stands in loco parentis; or a person to whom the employee stood in loco parentis when the person was a minor);
- A parent (including a biological, adoptive, foster or stepparent; a legal guardian of an employee or an employee's spouse or domestic partner; or a person who stood in loco parentis when the employee or the employee's spouse or domestic partner was a minor child);
- A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision;
- A sibling (including a biological, foster, adoptive or stepsibling, or a half-sibling); and
- Any other individual whose close association with the employee is the equivalent of a family relationship described above.

Employees must provide VanderHouwen with reasonable advance notice of the intention to take time off, unless the advance notice is not feasible. If an unscheduled absence occurs, the employee must provide VanderHouwen with a certification within a reasonable time after the absence.

In order for leave to be protected, an employee can provide any of the following for certification purposes:

- A police report indicating that 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.
- 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 a purpose authorized under California Labor Code Section 230 or under Section 230.1.

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 VanderHouwen's Accommodation for Victims of Domestic Violence, Sexual Assault or Stalking policy and should consult that policy and/or Human Resources for additional information.

VanderHouwen 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, VanderHouwen will notify the employee before any information is released.

VanderHouwen will not discriminate, harass or retaliate against any employee because the individual is, or is perceived to be, a victim of domestic violence, sexual assault or stalking or takes or requests leave in accordance with this policy.

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

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 to attend a school conference involving the possible suspension of their child.

To be eligible for leave, the child must be living with the employee, and the employee must provide advance notice that his or her appearance at the school has been requested.

VanderHouwen 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 utilize their existing vacation time or other accrued paid time off.

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

Pregnancy Disability Leave of Absence

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 per pregnancy. 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.

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

- She requests a transfer or other accommodation;
- The request is based upon the certification of her 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 VanderHouwen 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, VanderHouwen 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 & Medical Certification

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, employees must provide VanderHouwen 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.

VanderHouwen 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 VanderHouwen with reasonable advance notice may result in the delay of leave, transfer or other requested accommodation.

Duration

VanderHouwen will provide employees with pregnancy disability leave for a period not to exceed four months per pregnancy. 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.

VanderHouwen 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 to her unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

The length of the transfer will depend upon the employee's physical condition before and after childbirth.

Benefits

VanderHouwen 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), VanderHouwen will continue their health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

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

Integration with Other Benefits

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

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

Reinstatement

If the employee and VanderHouwen have agreed upon a definite date of return from the leave of absence or transfer, the employee will be reinstated on that date if she notifies VanderHouwen that she is 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 she notifies VanderHouwen of her readiness to return.

Before employees will be allowed to return to work in their regular job following a leave of absence or transfer, they must provide Human Resources with a certification from their health care provider that they can perform safely all of the essential duties of the position, with or without reasonable accommodation. If employees do not provide such a release prior to or upon reporting for work, they will be sent home until a release is provided. This time before the release is provided will be unpaid.

Employees will be returned to the same position upon the conclusion of their leave of absence or transfer unless the position ceases to exist. In cases where the employee's position no longer exists, VanderHouwen 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.

VanderHouwen will not discriminate or retaliate against employees because they request or make use of leave, a transfer or other accommodations in accordance with this policy. This policy does not limit a pregnant employee's rights under any other policy or laws protecting gender, pregnancy and childbirth, or health conditions related to pregnancy or childbirth.

Employees who have questions about this policy or who wish to request leave, transfer or other reasonable accommodation under this policy should contact Human Resources.

Family Care & Medical Leave

VanderHouwen will grant family care and medical leave to employees in accordance with the requirements of the California Family Rights Act (CFRA). All questions concerning this policy should be directed to Human Resources.

Employee Eligibility

To be eligible for CFRA leave, employees must have been employed by VanderHouwen 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.

If employees are unsure whether they qualify for CFRA leave, they should contact Human Resources.

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 that renders the employee unable to perform the functions of their position, except for leave taken 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 US Armed Forces.

For purposes of this policy, a "parent" includes a biological, foster or adoptive parent, a stepparent, a legal guardian or other person who stood in loco parentis to the employee when the employee was a child. A "sibling" is a person related to another person by blood, adoption or affinity through a common legal or biological parent.

"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 VanderHouwen is the a 12-month period measured forward from the start date of the employee's first CFRA leave. Under this method, the 12-month period is measured from the date the employee first 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. 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 VanderHouwen, 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, VanderHouwen 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 VanderHouwen's operations. Please contact Human Resources prior to scheduling medical treatment. If CFRA Leave is taken intermittently or on a reduced

schedule basis due to planned medical treatment, VanderHouwen 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.

Requesting Leave

Employees who wish to take planned family care or medical leave must notify Human Resources with reasonable promptness when they become aware of the need for leave and should identify the planned dates of the leave. VanderHouwen 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 VanderHouwen (at least verbally) as soon as they learn of the need for leave. Employees should provide notice by notifying their manager or Human Resources.

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 VanderHouwen 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 VanderHouwen's request, unless it is not practicable to do so. Certification forms are available from Human Resources. 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 VanderHouwen's expense, VanderHouwen may also require a second medical opinion regarding an employee's own serious health condition or the serious health condition of an employee's family member. Employees are expected to cooperate with VanderHouwen in obtaining additional medical opinions that VanderHouwen 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 Human Resources.

Failure to Provide Notice or Certification and to Return From Leave

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

Benefits

VanderHouwen 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, VanderHouwen may recover premiums it paid on an employee's behalf to maintain health coverage if the employee fails to return to work following CFRA leave for reasons other than the continuation, recurrence, or onset of a serious health condition or circumstances beyond the employee's control.

An employee's length of service will remain intact, but benefits such as vacation and sick leave may not accrue 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 VanderHouwen's sponsored wage-replacement benefit programs. Also, employees may choose to use accrued PTO sick leave, to the extent permitted by law and VanderHouwen'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.

VanderHouwen may require employees to use accrued PTO to cover some or all of the leave, only if the CFRA leave is otherwise unpaid. The CFRA leave is not unpaid if the employee is receiving state disability insurance, short or long term disability payments pursuant to an employer provided plan, or is receiving Paid Family Leave through the state. The use of paid benefits will not extend the length of 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, VanderHouwen 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.

VanderHouwen 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.

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 managers and managers, first aid and safety personnel or government officials.

Fraudulent Use of CFRA Leave Prohibited

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

Nondiscrimination

VanderHouwen 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 care 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 Human Resources.

Employees should contact Human Resources as to any CFRA questions they may have.

Family & Medical Leave Act/California Family Rights Act

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

Employee Eligibility

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

If employees are unsure whether they qualify for FMLA Leave, they should contact Human Resources.

Reasons for Leave

Federal and state laws allow FMLA Leave for various reasons. Because employees' legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. Fed-FMLA leave and CFRA leave run concurrently except for the following reasons: to care for a child without regard to age or dependency status, registered domestic partner, child of a registered domestic partner, grandparent, grandchild or sibling (CFRA only), incapacity due to pregnancy or prenatal care as a serious health condition (Fed-FMLA only), qualifying exigency leave as defined under the Fed-FMLA (Fed-FMLA only), qualifying exigency leave as defined under the CFRA (CFRA only) and military caregiver leave (Fed-FMLA only). Additionally, CFRA coverage for an employee's own serious health condition that also constitutes a disability under California's Fair Employment and Housing Act (FEHA) is separate and distinct from FEHA protections.

If the employee cannot return to work at the expiration of the CFRA leave, VanderHouwen will work with the employee to determine whether an extension of the leave would be a reasonable accommodation under the FEHA.

FMLA Leave may be used for the following reasons:

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

Definitions

- "Child," for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis; a child of a domestic partner (CFRA-only), and, for Fed-FMLA only, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA Leave is to commence. "Child," for purposes of Qualifying Exigency Leave and Military Caregiver Leave, means a biological, adopted or foster child; stepchild; legal ward; or a child for whom the person stood in loco parentis, and who is of any age.
- "Parent," for purposes of this policy, means a biological, adoptive, step or foster parent, legal guardian, or any other individual who stood in loco parentis to the employee when the employee

was a child. This term does not include parents-in-law. For Qualifying Exigency Leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the Fed-FMLA.

- "Covered Active Duty" means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.
- "Covered Servicemember" means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties; or (2) a person who, during the five years prior to the treatment necessitating the leave, served in the active military, Naval or Air Service, and who was discharged or released under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009, and March 8, 2013, is excluded.
- "Spouse" means a husband or wife. Husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state. For purposes of CFRA leave, a spouse includes a registered domestic partner or a same-sex partner in marriage.
- "Sibling" means, for purposes of CFRA leave, a person related to another person by blood, adoption or affinity through a common legal or biological parent.
- "Key employee" means a salaried Fed-FMLA Leave eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee's worksite at the time of the Fed-FMLA Leave request.
- "Serious health condition" means an illness, injury, impairment or physical or mental condition that involves either:
 - Inpatient care (including, but not limited to, substance abuse treatment) in a hospital, hospice or residential medical care facility, including any period of incapacity (that is, inability to work, attend school or perform other regular daily activities) or any subsequent treatment in connection with this inpatient care; or
 - Continuing treatment (including, but not limited to, substance abuse treatment) by a health care provider that includes one or more of the following:
 - A period of incapacity (that is, inability to work, attend school or perform other regular daily activities due to a serious health condition, its treatment or the recovery that it requires) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves treatment two or more times via an in-person visit to a health care provider, or at least one visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.
 - Any period of incapacity due to pregnancy or prenatal care (under the Fed-FMLA, but not the CFRA).
 - Any period of incapacity or treatment for incapacity due to a chronic serious health condition that requires periodic visits to a health care provider, continues over an extended period of time and may cause episodic incapacity.

- A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, such as Alzheimer's, a severe stroke and the terminal stages of a disease.
- Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider either for (a) restorative surgery after an accident or other injury; or (b) a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
- "Serious injury or illness" in the case of a current member of the Armed Forces, National Guard or Reserves is an injury or illness incurred by a covered servicemember in the line of duty on active duty (or that preexisted the member's active duty and was aggravated by service in the line of duty on active duty) in the Armed Forces that may render them medically unfit to perform the duties of their office, grade, rank or rating. In the case of a covered veteran, "serious injury or illness" means an injury or illness that was incurred in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran.
- "Qualifying exigency" for Fed-FMLA is defined by the Department of Labor and for CFRA is defined by the California Unemployment Insurance Code and generally includes events related to short-notice deployment, military ceremonies, support and assistance programs, changes in childcare, school activities, financial and legal arrangements, counseling and post-deployment activities. Qualifying Exigency Leave may also be used to spend up to 15 days with military members who are on short-term, temporary, rest and recuperation leave during their period of deployment.

Length of Leave

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

The applicable "12-month period" utilized by VanderHouwen is the 12-month period measured forward from the date of the employee's first FMLA leave. Under this method, the 12-month period is measured from the date the employee first uses any FMLA leave.

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

If both spouses work for VanderHouwen and are eligible for leave under this policy, under the Fed-FMLA the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave and/or Family Care Leave taken to care for a parent. The spouses will also be limited under the Fed-FMLA to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave.

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

To the extent required by law, leave beyond an employee's FMLA Leave entitlement may continue or be granted when the leave is necessitated by an employee's work-related injury or illness, a pregnancy-related disability or a "disability" as defined under the Americans with Disabilities Act (ADA) and/or applicable state or local law. Certain restrictions on these benefits may apply.

Intermittent or Reduced Schedule Leave

Under some circumstances, employees may take FMLA Leave intermittently, which means taking leave in blocks of time or reducing the employee's normal weekly or daily work schedule. An employee may take

leave intermittently or on a reduced schedule whenever it is medically necessary to care for the employee's child, parent or spouse with a serious health condition or because the employee has a serious health condition. The medical necessity of the leave must be determined by the health care provider of the person with the serious health condition.

Intermittent or reduced schedule leave may also be taken for absences where the employee or an employee's family member is incapacitated or unable to perform the essential functions of the job because of a chronic serious health condition, even if the person does not receive treatment by a health care provider. Leave due to military exigencies may also be taken on an intermittent basis.

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

If an employee using intermittent leave or working a reduced schedule finds it physically impossible to start or stop work mid-way through a shift in order to take CFRA leave and is therefore, forced to be absent for the entire shift, the entire period will be counted against the employee's CFRA entitlement. However, if there are other aspects of work that the employee is able to perform that are not physically impossible, then the employee will be permitted to return to work, thereby reducing the amount of time to be charged to the employees' 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, VanderHouwen will grant a request for CFRA leave lasting less than two weeks' twice during the 12 week period. Additional requests for Bonding Leave lasting less than two weeks may be directed to Human Resources and will be considered on a case-by-case basis depending on the needs of VanderHouwen. If the request is granted, VanderHouwen may require the employee to transfer temporarily to an available alternative position. Bonding Leave must be concluded within one year of the birth or placement of the child.

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

Notice & Certification

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

Employees are required to provide:

- When the need for the leave is foreseeable, 30 days' advance notice or such notice as is both possible and practical if the leave must begin in fewer than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
- When the need for leave is not foreseeable, notice within the time prescribed by VanderHouwen's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to medical issues, a completed Certification of Health Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health Care Provider form);
- Periodic recertification (as allowed by law); and
- Periodic reports during the leave.

In addition to other notice provisions, employees requesting leave for CFRA-qualifying reasons must respond to any questions designed to determine whether an absence is potentially qualifying for leave

under this policy. Failure to respond to permissible inquiries regarding the leave request may result in denial of CFRA Leave protections. Similarly, an employee or the employee's spokesperson may be required to provide additional information needed to determine whether a requested leave qualifies for Fed-FMLA protections. An employee's failure to adequately explain the reason for the leave may result in the denial of Fed-FMLA protections.

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

When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt VanderHouwen's operation. Please contact Human Resources prior to scheduling planned medical treatment.

If an employee does not provide the certification as requested, the FMLA Leave will not be protected.

Recertification After Grant of Leave

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

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

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

Qualifying Exigency Leave Requirements

Employees are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered servicemember's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the servicemember's leave; and
- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from Human Resources.

Failure to Provide Notice or Certification & 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, VanderHouwen may presume that the employee does not plan to return to work and has voluntarily terminated their employment.

Compensation During Leave

Generally, FMLA Leave is unpaid. However, employees may be eligible to receive benefits through state-sponsored programs or VanderHouwen's sponsored wage-replacement benefit programs. Employees may also choose to use accrued vacation and sick leave, to the extent permitted by law and VanderHouwen's policy. If employees elect to have wage-replacement benefits and accrued paid leave integrated, the integration will be arranged such that employees will receive no greater compensation than their regular compensation during this period. VanderHouwen may require employees to use accrued vacation to cover some or all of a Fed-FMLA leave. However, VanderHouwen will only require employees to use accrued vacation or other accrued time off for CFRA leave if it is otherwise unpaid. The CFRA leave is not unpaid if the employee is receiving state disability insurance, short or long term disability payments pursuant to an employer provided plan, or is receiving Paid Family Leave through the state. The use of paid benefits will not extend the length of FMLA Leave.

Benefits During Leave

VanderHouwen will continue making contributions to employees' group health benefits during their leave on the same terms as if the employees had continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Employees taking leave for a reason that is common to both Fed-FMLA and CFRA and, therefore, running concurrently will generally be provided with group health benefits for a 12-workweek period. When employees take leave for a reason that is not common to both Fed-FMLA and CFRA and, therefore, the leave is not running concurrently, VanderHouwen will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period during each applicable leave. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, VanderHouwen may recover premiums it paid on an employee's behalf to maintain health coverage if the employee fails to return to work following FMLA Leave for reasons permitted by applicable law.

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

Job Reinstatement

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. If an employee becomes unqualified during their 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, VanderHouwen 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. VanderHouwen 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 the employee had not gone on leave, then the employee will not be entitled to reinstatement.

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

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

Confidentiality

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

Fraudulent Use of FMLA Leave Prohibited

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

Nondiscrimination

VanderHouwen takes its FMLA Leave obligations very seriously and will not interfere with, restrain or deny the exercise of any rights provided by the Fed-FMLA or the CFRA. We will not terminate or discriminate against any individual for opposing any practice or because of involvement in any proceeding related to the Fed-FMLA or CFRA. If an employee believes that the employee's Fed-FMLA or CFRA rights have been violated in any way, the employee should immediately report the matter to Human Resources.

Additional Documentation

VanderHouwen's "Employee Rights and Responsibilities" notice provides additional details regarding employees' rights and responsibilities under the Fed-FMLA. Employees may obtain a copy of the "Employee Rights and Responsibilities" notice from Human Resources.

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

Family Military Leave

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

Employees must provide VanderHouwen 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. VanderHouwen 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.

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

Alcohol & Drug Policy

In addition to the provisions of the Alcohol and Drug Policy in VanderHouwen's Employee Handbook, please note that although the state has legalized the medicinal use of marijuana, VanderHouwen does not permit the medicinal use of marijuana in the workplace. Use of marijuana on VanderHouwen property or while engaged in work-related activities is strictly prohibited and may result in discipline, up to and including immediate discharge.

Workplace Violence Policy

The safety and security of employees is of vital importance to VanderHouwen. Therefore, VanderHouwen has adopted a zero-tolerance policy concerning workplace violence. Threats or acts of violence - including intimidation, bullying, physical or mental abuse and/or coercion - that involve or affect VanderHouwen employees or that occur on VanderHouwen's premises will not be tolerated.

The prohibition against threats and acts of violence applies to all persons involved in the operation of VanderHouwen, including, but not limited to, VanderHouwen employees and other personnel, contract and temporary workers, consultants, contractors, customers, vendors, visitors and anyone else on VanderHouwen's premises.

Violations of this policy by an employee will result in disciplinary action, up to and including termination from employment.

It is our goal to have a workplace free from acts or threats of violence and to respond effectively in the event that such acts or threats of violence do occur.

Workplace violence is any intentional conduct that is sufficiently severe, abusive or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or several employees.

Examples of workplace violence include, but are not limited to:

- Threats or acts of violence occurring on VanderHouwen premises, regardless of the relationship between the parties involved in the incident;
- Threats or acts of violence occurring off VanderHouwen premises involving someone who is acting in the capacity of a representative of VanderHouwen;
- Threats or acts of violence occurring off VanderHouwen premises involving an employee if the threats or acts affect the business interests of VanderHouwen;
- All threats or acts of violence occurring off VanderHouwen premises, of which an employee is a victim, if we determine that the incident may lead to an incident of violence on VanderHouwen premises; and
- Threats or acts of violence resulting in the conviction of an employee or agent of VanderHouwen, or an individual performing services for VanderHouwen on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence when the act or conviction adversely affects the legitimate business interests of VanderHouwen.

Examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to:

- Threatening physical contact directed toward another individual;
- Threatening an individual or his or her family, friends, associates or property with harm;
- The intentional destruction or threat of destruction of VanderHouwen property or another individual's property;
- Menacing or threatening phone calls;
- Stalking;

- Veiled threats of physical harm or similar intimidation; and/or
- Communicating an endorsement of the inappropriate use of firearms or weapons.

Workplace violence does not refer to occasional comments of a socially acceptable nature. Such comments may include references to legitimate sporting activities, popular entertainment or current events. Rather, workplace violence refers to behavior that is personally threatening or intimidating.

Employees should help maintain a violence-free workplace. To that end, employees are encouraged to immediately report any incident that may be threatening to the employee or his or her co-worker to a manager.

No provision of this policy statement or any other provision in this policy alters the at-will nature of employment with VanderHouwen. We will make the sole determination of whether and to what extent threats or acts of violence will be acted upon by VanderHouwen. In making this determination we may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred.

Access to Personnel Files & Payroll Records

Upon written request, a current and 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 VanderHouwen representative at a mutually convenient time, at the employee's expense. Employees may add their version of any disputed item to the file. VanderHouwen 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. VanderHouwen will comply with written payroll records requests as soon as practicable, but no later than 21 calendar days following the request. Current and former employees who request a copy of their payroll records may be charged a reasonable fee related to the cost of copying the requested documents.

Only authorized members of management and Human Resources have access to an employee's personnel file. Only Human Resources is authorized to release information about current or former employees on behalf of VanderHouwen. However, VanderHouwen 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.

Discussion of Wages

No employee is prohibited from disclosing the amount of his or her wages. VanderHouwen will not terminate, demote, suspend, or otherwise discriminate or retaliate against an employee who makes such a disclosure or because an employee exercises his or her 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.

**VanderHouwen
Acknowledgement of Revised Policy
Effective February 1, 2021**

I acknowledge that I have received the California's Handbook Addendum for the Employee Handbook. The attached policy is intended to be an addition to the current Employee Handbook.

I understand that it is my responsibility to read and comply with this policy. I further understand that I should consult my manager regarding any questions raised by this policy and not answered by the Employee Handbook.

Employee's Name (printed): _____

Employee's Signature: _____

Date: _____