



# VanderHouwen

Recruiting • Relationships • Opportunity

## California Handbook Addendum Effective February 1, 2021

### Paid Sick Leave (California State)

VanderHouwen provides paid sick and safe time to eligible employees in compliance with California's Healthy Workplaces, Healthy Families Act (HWHFA). For any questions about sick, please contact Human Resources at [HR@vanderhouwen.com](mailto:HR@vanderhouwen.com).

### 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](mailto: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 and 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 nonexempt employee is deemed to work each week will be based on time records and includes all hours worked, including overtime hours. Exempt employees are assumed to work 40 hours per workweek, unless their normal workweek is fewer than 40 hours per week, in which case accrued paid sick and safe time is based upon that normal workweek. Once the maximum accrual cap is reached, employees will not accrue additional paid sick and safe time until their accrual balance falls below the cap.

Paid sick and safe time may be used in increments of 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 calendar year.

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

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

Employees are not required to search for or find an employee to cover their work in order to take paid sick and safe leave. Please check your pay stub for this information or contact [payroll@vanderhouwen.com](mailto:payroll@vanderhouwen.com).

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

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

- For diagnosis, care or treatment of an existing medical condition; 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 and Safe Time**

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

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

For 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 and 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 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. Please check your pay stub for this information or contact [payroll@vanderhouwen.com](mailto:payroll@vanderhouwen.com).

### **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.

## **Paid Sick & Safe Time (San Francisco Only)**

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

### **Eligibility**

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

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

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

### **Accrual of Sick and Safe Leave**

Eligible employees hired before January 1, 2017, began accruing paid sick and safe leave 90 days after employment began. Eligible employees hired on or after January 1, 2017, begin accruing paid sick and safe leave on the first day of employment.

Employees accrue one hour of paid sick and safe leave for every 30 hours worked in San Francisco (excluding vacation or sick and safe leave). Leave accrues in one-hour increments.

The number of hours a nonexempt employee is deemed to work each week is based on time records and includes all hours worked, including overtime hours. Exempt employees are assumed to work 40 hours per workweek, unless their normal workweek is fewer than 40 hours per week, in which case accrued paid sick and safe time is based upon that normal workweek. Paid sick and safe leave accrues to a maximum of 40 hours. Eligible employees can begin to use their accrued paid sick and safe leave on their 90th day of employment. After that, paid sick and safe leave may be used as soon as it is accrued.

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

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

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

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

Eligible family members include the employee's:

- Child (regardless of age or dependency status);
- Parent;
- Legal guardian or ward;
- Sibling;
- Grandparent;
- Grandchild; and
- Spouse, including a same-sex spouse and any registered domestic partner under any state or local law.

The definition of child, parent, sibling, grandparent and grandchild includes biological relationships and those resulting from adoption, step-relationships and foster care relationships. A child includes a child of a domestic partner and a child of a person standing *in loco parentis*. A parent includes a person who

stood *in loco parentis* when the employee was a minor child and a parent of the employee's spouse or registered domestic partner.

If an employee does not have a spouse or registered domestic partner, he or she may designate one person as to whom the employee wishes to use sick and safe leave to aid or care for that person. Designation of this person must be done within 10 workdays of the Company providing the opportunity to make a designation. The Company will provide an opportunity to re-designate a person on an annual basis thereafter.

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

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

Employees are not required to find an employee to cover their work when they take paid sick and safe time. Please check your pay stub for this information or contact [payroll@vanderhouwen.com](mailto:payroll@vanderhouwen.com).

### **Requesting Sick and Safe Leave/Documentation**

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

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

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

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

### **Integration With Other Benefits**

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

### **Separation From Employment**

Compensation for accrued and unused paid sick and safe leave is not provided upon separation from employment for any reason. If an employee is rehired by the Company within one year from the date of separation, previously accrued but unused sick and safe leave will immediately be reinstated (up to the maximum of 40 hours), unless the employee received compensation for the time.

Rehired employees will be allowed immediate use of this time and to accrue additional paid sick and safe leave upon rehiring, consistent with the use and accrual limitations of this policy. The previous period of employment will be counted for purposes of determining the employee's eligibility to use paid sick and safe leave.

### **Confidentiality**

The Company will treat information obtained from employees regarding their paid sick and safe leave use in a manner that is consistent with applicable federal, state, and local privacy laws.



## **Retaliation**

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

## **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 supervisors 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, supervisors, 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 nonsupervisory employees, supervisors 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 and 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, supervisor, 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 supervisor, any other member of management, or Human Resources.

Employees are not required to make a complaint directly to their immediate supervisor. Supervisors and managers who receive complaints of misconduct must immediately report such complaints to 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 Company 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](http://www.eeoc.gov) or [www.dfeh.ca.gov](http://www.dfeh.ca.gov).

## **Reporting and Anti-Retaliation Policy**

VanderHouwen is committed to promoting compliance with the laws, rules and regulations that govern its business operations and to establishing and maintaining best practices in accounting, auditing and financial reporting matters. As part of our effort to promote and achieve compliance, VanderHouwen encourages its employees to report good-faith concerns about any business-related conduct they believe to be fraudulent, illegal or unethical, whether that conduct is occurring within VanderHouwen or otherwise involves one of VanderHouwen's consultants, vendors, contractors, subcontractors, bankers or any other party having a business relationship with VanderHouwen.

Below are the procedures by which employees may report complaints or concerns about any fraudulent, illegal or unethical business conduct. VanderHouwen will not tolerate harassment, retaliation or reprisals of any kind against any employee who has, or whose family member has or is perceived to have, in good faith, protested or raised a concern regarding a Company policy or practice or reported a reasonable suspicion that someone connected with VanderHouwen is engaged in fraudulent or other unethical or illegal conduct in the course of their work.

### **What Can Be Reported?**

This policy applies to employees who raise good-faith concerns relating primarily to unethical, fraudulent, illegal or wrongful business conduct. Examples of fraudulent activity that should be immediately reported to VanderHouwen, include, but are not limited to:

- Intentional manipulation of company purchase procedures for personal gain;
- Bribery;
- Theft or embezzlement of company resources;
- False statements made on financial reports and other official communications;
- Creation of false contracts;
- Misuse of Company resources for personal benefit;
- Expense claim fraud;
- Association with outside companies in a manner that creates a conflict of interest in the performance of job functions;
- Disclosure, destruction or theft of confidential and proprietary Company information;

- Presentation or creation of false claims for government payment;
- Creation of a false record or statement in support of a fraudulent claim for government payment; and
- Other violations of VanderHouwen's Code of Conduct.

This policy is not intended to address every concern that may arise in the workplace. Employees should be aware that VanderHouwen has other policies and procedures and available channels of communication for reporting certain concerns that may not be covered by this policy and/or that may be more appropriate mechanisms for addressing such concerns, including VanderHouwen's antidiscrimination and harassment policies. When appropriate or legally required, some issues initially received through the policy reporting mechanisms may be investigated and remedied consistent with the specific procedure applicable to that policy.

### **Procedure for Submitting Confidential Complaints**

Employees may submit complaints, concerns and information regarding potential unethical, fraudulent or illegal business conduct to their immediate supervisor. If the employee is not comfortable speaking to his or her supervisor or is not satisfied with the supervisor's response, or if the concern relates to a particularly serious or sensitive issue, the employee is encouraged to report his or her concern to Human Resources or Senior Leadership.

Complaints may be made anonymously. Employees who choose to identify themselves when submitting a report may be contacted by a company representative in order to gain additional information. VanderHouwen will maintain confidentiality to the fullest extent possible, consistent with applicable legal requirements and the need to conduct an adequate investigation or review.

When submitting a complaint, employees should provide as much detailed information as possible, including the background and history of the concern; names, dates and places where possible; and why the situation is a reason for concern. Providing comprehensive information is particularly important when an employee submits a complaint anonymously because VanderHouwen will be unable to contact the reporting employee for additional information or clarification.

VanderHouwen will respond to employee concerns by investigating them, if appropriate. Please note that an investigation does not suggest that the concerns have been confirmed or rejected. To protect individuals and VanderHouwen, initial inquiries will be made to decide whether an investigation is appropriate and, if so, the form and scope of the investigation. The action taken by VanderHouwen will depend on the nature and severity of the concern, as determined during any investigation. While VanderHouwen will endeavor to maintain confidentiality, the primary focus will be on taking all reasonable steps to investigate the allegations thoroughly.

All conversations, calls and reports made under this policy in good faith will be taken seriously. Employees who file reports that are dishonest or misleading or provide evidence that they know to be false will not be protected by this policy and may be subject to corrective action, up to and including immediate termination of employment.

### **Policy Prohibiting Unlawful Retaliation or Discrimination**

VanderHouwen recognizes that the decision to report a concern can be a difficult one to make and that employees may fear reprisal for doing so. However, VanderHouwen encourages employees to come forward with concerns and will not tolerate retaliation or harassment against employees who raise a concern in good faith.

It is VanderHouwen's policy to adhere to all applicable laws protecting its employees against unlawful discrimination or retaliation as a result of their lawfully reporting complaints or participating in investigations regarding alleged unethical, illegal or fraudulent business matters. Specifically, VanderHouwen prohibits

any form of unlawful discrimination or retaliation or taking any adverse action against employees because they have engaged in, or because they have a family member who has or is perceived to have engaged in, the following conduct:

- Providing information or otherwise assisting in an investigation regarding any conduct that the employee reasonably believes violates federal or state laws or regulations; or
- Filing, testifying, participating or otherwise assisting in any proceeding relating to an alleged violation of federal or state laws or regulations.

Employees who believe that they have been subjected to any conduct that violates this policy may file a complaint using the procedures outlined above. Any employee who unlawfully harasses, discriminates against or retaliates against another employee as a result of his or her protected actions as described in this policy may be subject to corrective action, up to and including termination of employment.

Nothing in this Employee Handbook prohibits you from reporting concerns, making lawful disclosures, or communicating with any governmental authority about conduct that you believe violates any laws or regulations.

### **Same-Sex Marriages and Domestic Partnerships**

VanderHouwen complies with all applicable federal and state laws regarding the provision of benefits to same-sex spouses and domestic partners. In California, marriage is considered a personal relationship arising out of a contract between two persons, which includes same-sex spouses. Registered domestic partners have the same rights as spouses. Employees should contact Human Resources if they have any questions regarding benefits eligibility for themselves, their spouses or domestic partners.

### **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. Nonexempt 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 PTO 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 10<sup>th</sup> 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 manager or supervisor 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 or supervisor'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 supervisor 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 time cards. If your rest period is interrupted, you must notify your supervisor immediately so that arrangements for you to take a further, uninterrupted, rest period required by Company policy can be made. No manager or supervisor 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 supervisor 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 supervisor 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 work station and feel you need seating, please notify your supervisor 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 company

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 nonexempt employees.

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

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 supervisor or Human Resources. Any nonexempt 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.

## **Accommodation for Adult Literacy Programs**

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

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

While VanderHouwen encourages employees to improve their literacy skills, VanderHouwen will not reimburse employees for the costs incurred in attending a literacy program. Time off to attend literacy programs may be provided as a reasonable accommodation unless doing so will result in an undue hardship. However, if time off is provided, the time off may be unpaid. If time off is unpaid, employees wishing to take such leave may utilize their existing PTO time or other accrued paid time off.

## **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 supervisor or Human Resources and comply with applicable eligibility, notice and certification requirements when required by state or federal law.

## **Amount and Duration of Benefits**

The weekly benefit amount is generally 60 or 70 percent of the employee's earnings (depending upon the employee's income), with benefits capped 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.

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

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

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

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

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

Time spent engaged in attending court for prospective jury service or for serving as a juror or witness is not compensable except that exempt employees will not incur any reduction in pay for partial week's absence due to jury or witness duty. Employees may use PTO, 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 supervisor 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 PTO 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 PTO 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 PTO or sick leave, in order to receive compensation during the time taken off from work.

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

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 PTO 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.

VanderHouwen will provide leave for an employee who seeks to take time off from work for any of the following purposes:

- To seek medical attention for injuries caused by crime or abuse.
- To obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse.
- To obtain psychological counseling or mental health services related to an experience of crime or abuse.
- To participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

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.



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

Employees may use accrued paid time off, such as PTO, 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, discharge, 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 of absence under this policy should contact Human Resources.

## **School or Childcare Activities Leave**

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

- Finding, enrolling or reenrolling the child in a school or with a licensed child care provider;
- Participating in school or childcare-related activities; or
- Addressing a child care provider or school emergency.

"Parent" includes parent, guardian, stepparent, foster parent, grandparent and persons who stand in the place of a parent (in loco parentis) to a child.

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

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

Employees wishing to take time off for a planned absence (e.g., to participate in scheduled school or child care provider activities or enroll a child in school or with a child care provider), must provide reasonable advance notice to their supervisor or Human Resources. Employees needing time off to address a child care provider or school emergency must provide notice to their supervisor or Human Resources as soon as practicable.

VanderHouwen may require employees to provide documentation from the school or child care provider

verifying that the employee participated in the school or childcare activity, including the date and time of the activity.

If both parents of a child work for VanderHouwen, only one parent - the first to provide notice - may take the time off, unless VanderHouwen approves both parents taking time off simultaneously.

Employees must substitute any existing PTO for any part of this leave. Employees who do not have PTO available will be allowed time off without pay.

## **School Discipline Leave**

Employees who are the parent or custodial guardian of a child in kindergarten or grades one through 12 may take time off 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 PTO 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 and 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 Company policy or not returning due to circumstances beyond the employee's control.

### **Integration With Other Benefits**

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

Any State Disability Insurance for which employees are eligible may be integrated with accrued 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 and 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 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 Company operations.

In addition to other notice provisions, employees requesting leave for CFRA qualifying reasons must respond to any questions designed to determine whether an absence is potentially qualifying for leave under this policy. Failure to respond to permissible inquiries regarding the leave request may result in denial of CFRA leave protections.

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

When the leave relates to medical issues (i.e., the serious health condition of an employee or family member), employees will be required to provide a medical certification within 15 calendar days of 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 PTO 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 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 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 supervisors and managers, first aid and safety personnel or government officials.

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

An employee who fraudulently obtains CFRA Leave from 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 and 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 and Certification**

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

Employees are required to provide:

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

### **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 PTO 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 PTO to cover some or all of a Fed-FMLA leave. However, VanderHouwen will only require employees to use accrued PTO 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 PTO 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 supervisors and managers, first aid and safety personnel or government officials.

## **Fraudulent Use of FMLA Leave Prohibited**

An employee who fraudulently obtains FMLA Leave from 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.

## **Military Leave**

Both state and federal law provide employees with the right to take leave in order to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act of 1994, commonly referred to as USERRA. This policy first discusses military leave under USERRA and then describes additional military leave rights provided under California law.

If an employee plans to request leave based on military service, he or she should contact Human Resources for information on any additional rights or requirements, if applicable, under state law.

### **Eligibility for Leave - USERRA**

VanderHouwen provides unpaid military leaves of absence to employees who serve in the uniformed services as required by USERRA. The uniformed services are defined as the Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service and any other category of persons designated by the President of the United States in time of war or national emergency. The uniformed services also include participants in the National Disaster Medical System when activated to provide assistance in response to a public health emergency, to be present for a short period of time when there is a risk of a public health emergency or when they are participants in authorized training.

Service consists of performing any of the following on a voluntary or involuntary basis: active duty, active duty for training, initial active duty, inactive duty training, full-time National Guard duty, absence from work for an examination to determine fitness for such duty and absence to perform funeral honors duty. Total military leave time may not exceed five years during employment, except in certain, defined circumstances.

### **Notice of Leave - USERRA**

Advance notice of leave is required, preferably in writing, unless giving notice is impossible or unreasonable or notice is prohibited by military necessity (which is defined by the United States Department of Defense). When notice is required, employees must provide their supervisor with as much advance notice as possible of any anticipated leave of absence for military service.

### **Compensation and Benefits During Leave - USERRA**

Accrued, unused PTO will be paid during military leave at the employee's request. After 30 days of continuous military leave, employees may elect to continue their health plan coverage at their own expense for up to 24 months or during the remaining period of service, whichever is shorter.

### **Reinstatement - USERRA**

In order to be eligible for reinstatement, an employee must have provided advance notice of the need for military leave (where required) and have completed his or her service on a basis that is not dishonorable or otherwise prohibited under USERRA.

Employees whose military service will be for fewer than 31 days must report back to work at the beginning of the first full, regularly scheduled workday following completion of service, after allowing for a period of safe travel home and eight hours of rest.

Employees whose military service will be for more than 30 days, but fewer than 181 days, must apply for reemployment within 14 days after completing service.

Employees whose service is greater than 180 days must apply for reemployment within 90 days after completing service.



As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in loss of reemployment rights. Full details regarding reinstatement are available from Human Resources.

In general, an employee returning from military leave will be re-employed in the position and seniority level that the employee would have attained had there been no military leave of absence. If necessary, VanderHouwen will provide training to assist the employee in the transition back to the workforce.

PTO benefits do not continue to accrue during a military leave of absence. An employee returning from military leave is entitled to any unused, accrued PTO benefits the employee had at the time the military leave began minus any PTO benefits the employee chose to use during the leave. Upon reinstatement, the employee will begin to accrue PTO benefits at the rate he or she would have attained if no military leave had been taken.

### **California Military Leave**

Employees who are members of the National Guard or United States Reserve will be granted a temporary leave of absence without pay while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises and special exercises or like activities. This leave is not to exceed 17 calendar days annually, including time involved in going to and returning from such duty. Collateral benefits will not be restricted or terminated because of an employee's temporary incapacity as a result of the employee's duty in the National Guard, Naval Militia, State Military Reserve or federal reserve components of the United States Armed Forces, if the period of incapacity is 52 weeks or less.

Similarly, employees who are members of the state Military Reserve will be granted a temporary leave of absence without pay while engaged in military duty for purposes of military training, drills, unit training assemblies or similar inactive duty training. This leave is not to exceed 15 calendar days annually, including time involved in going to and returning from that duty.

Employees who are members of California's National Guard or the national guards of other states are entitled to reinstatement upon their return from active service military leave if they meet certain conditions. Employees who left a full-time position and are returning from leave will be restored to the same position or to a position of similar seniority, status and pay, unless VanderHouwen's circumstances have so changed as to make it impossible or unreasonable to do so, and returning employees who left a part-time position will be restored to the same position or to a position of similar seniority, status and pay, only if a position exists, so long as:

- The employee is an officer or enlisted member of the National Guard of any state;
- The employee was called to active duty by the Governor of the state in which he or she serves in the National Guard or by the President of the United States;
- The employee received a certificate of satisfactory service in the National Guard;
- The employee is still qualified to perform the duties of the position;
- If the employee left a full-time position, he or she made application for reemployment within 40 days of being released from service; if the employee left part-time employment, he or she made application for reemployment within five days of being released from service; and
- The employee's position was not temporary.

For one year following reemployment, VanderHouwen will not terminate the employee without cause.

VanderHouwen will not discriminate against individuals because they are members of the military or naval services of California or the federal reserve component of the United States Armed Forces. If the proper authority calls upon an employee to perform military service or duty or attend a military encampment or place of drill or instruction, VanderHouwen will not hinder or prevent the employee from performing that service.

## **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 PTO, 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.

## **Organ Donor Leave**

Eligible employees who undergo a medically necessary procedure to donate an organ to another person will be provided with up to 30 workdays off without a loss in pay, and an additional 30 workdays off without pay, in any one-year period. For purposes of this policy, a "one-year period" is 12 consecutive months from the date the employee's leave begins. Employees may take leave in one or more periods, as long as the leave does not exceed 60 days in any one-year period.

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

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

Employees must use all available accrued sick or PTO (if applicable based on assignment) concurrently with this leave for up to two weeks of the 30-workday paid leave period. If an employee does not have enough accrued sick or PTO time to cover the two-week period, then any remaining days of paid leave will be paid by VanderHouwen, up to 30 workdays.

Use of this leave will not be counted against any available leave under the federal Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), if applicable. Leave under this policy is also not considered a break in service for purposes of, salary adjustments, sick leave, PTO, annual leave or seniority.

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

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

## **Bone Marrow Donor Leave**

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

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

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

Employees must use all available accrued sick or PTO (if applicable based on assignment) concurrently with this time off. Any remaining days of leave will be paid by VanderHouwen, up to five workdays.

If an employee does not have enough earned sick or PTO time to cover the leave period, the remaining days of leave will be paid by VanderHouwen.

Use of this leave will not be counted against any available leave under the federal Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), if applicable. Leave under this policy is also not considered a break in service for purposes of, salary adjustments, sick leave, PTO, annual leave or seniority.

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

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

## **Alcohol and 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 Company 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 company 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, company 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 Company premises, regardless of the relationship between the parties involved in the incident;
- Threats or acts of violence occurring off Company premises involving someone who is acting in the capacity of a representative of VanderHouwen;
- Threats or acts of violence occurring off Company premises involving an employee if the threats or acts affect the business interests of VanderHouwen;
- All threats or acts of violence occurring off Company premises, of which an employee is a victim, if we determine that the incident may lead to an incident of violence on company 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.

## **Weapons in the Workplace**

VanderHouwen strictly prohibits employees or any other person providing services to VanderHouwen or located on VanderHouwen's premises from possessing weapons of any kind at the workplace. The workplace includes any property owned or leased by VanderHouwen or occupied by groups of company employees or persons providing services to VanderHouwen. Unless this prohibition is contrary to California or local law, the workplace specifically includes company parking areas and company vehicles. Employees are not permitted to transport or store weapons in vehicles owned or leased by VanderHouwen and used by the employee for work purposes, unless the employee is required to transport or store a weapon as part of the employee's duties and he or she has written permission from Human Resources. This policy prohibits the possession of concealed weapons as well as weapons carried openly.

This prohibition specifically includes guns, rifles and firearms of any type, including those for which the holder has a legal permit. Other examples of prohibited weapons include, but are not limited to, knives, ammunition, bombs, bows and arrows, clubs, slingshots, blackjacks, metal knuckles and similar devices that by their design or intended use are capable of inflicting serious bodily injury or lethal force.

## **Access to Personnel Files and 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.

## **Family Friendly Workplace (San Francisco Only)**

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

- A child or children under the age of 18 for whom the employee has assumed parental responsibility;

- A person with a serious health condition in a family relationship with the employee; or
- Parents of the employee who are age 65 or older.

For the purposes of this policy, a "child" includes the employee's biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis to that child. A "family relationship" is defined as a relationship in which a caregiver is related by blood, legal custody, marriage or domestic partnership to another person as a spouse, domestic partner, child, parent, sibling, grandchild or grandparent.

A "flexible working arrangement" is a change in the employee's regular working arrangement that provides an employee with flexibility to help with caregiving responsibilities. Examples of flexible working arrangements include, but are not limited to, a modified work schedule, changes in start and/or end times of work, part-time employment, job sharing arrangements, working from home, telecommuting, changes in work duties or part-year employment.

A "predictable working arrangement" is a change in the employee's regular working arrangement that provides an employee with scheduling predictability to help with caregiving responsibilities. If there is insufficient work for the employee during the predictable working arrangement period, the employee will not be paid during this time.

### **Employee Eligibility**

To be eligible for a flexible or predictable working arrangement, an employee must have worked for VanderHouwen for at least six months, be employed within the geographic boundaries of San Francisco and regularly work at least eight hours per week.

### **Guidelines for Employee Requests**

Employees may request a flexible or predictable working arrangement twice every 12 months. Employees that experience a major life event, such as the birth of a child, the placement with an employee of a child through adoption or foster care or an increase in an employee's caregiving duties for a family member with a serious health condition, may make an additional request in the same 12-month period.

Requests for a flexible or predictable working arrangement must be submitted in writing to Human Resources. The written request must specify the arrangement being sought, the date on which the employee wishes the arrangement to become effective, the proposed duration of the arrangement and an explanation of how the requested arrangement relates to caregiving.

VanderHouwen may require employees to provide verification of caregiver responsibilities.

Human Resources will meet with the employee within 21 days of the request and will respond to the request in writing within 21 days of the meeting. These time frames may be extended by written agreement between VanderHouwen and the employee.

Although VanderHouwen will consider all requests for flexible or predictable working arrangements made in accordance with this policy, VanderHouwen may deny such requests for bona fide business-related reasons.

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

If an employee's request for a flexible or predictable working arrangement is approved, VanderHouwen will confirm the arrangement to the employee in writing. Either VanderHouwen or the employee may revoke a flexible or predictable working arrangement with 14 days' written notice. If either VanderHouwen or the employee revokes the arrangement, the employee may submit a new request for a different arrangement.

If VanderHouwen revokes the arrangement, the employee will be allowed to submit a request in addition to the two requests generally allowed per 12-month period.

### **Discrimination and Retaliation Prohibited**

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

### **San Francisco Supplemental Compensation for New Child Bonding (San Francisco Only)**

Eligible employees are entitled to receive Supplemental Compensation under the San Francisco Paid Parental Leave Ordinance (PPLO) when they receive California Paid Family Leave (California PFL) benefits from the State of California (the State) to bond with a minor child during the first year after the child's birth or placement through foster care or adoption.

The PPLO does not create a right to a leave of absence that would not otherwise exist for an employee. Employees must comply with Company policies and procedures for requesting, certifying and taking a leave of absence.

### **Eligibility**

Employees are eligible for benefits under the PPLO if they:

- Began employment with VanderHouwen at least 180 calendar days prior to the first day of leave for which California PFL benefits for New Child Bonding are payable;
- Perform at least eight hours of work per week for VanderHouwen within the geographic boundaries of San Francisco;
- Work at least 40 percent of their total weekly hours for VanderHouwen within the geographic boundaries of San Francisco; and
- Are eligible to receive California PFL benefits for the purpose of New Child Bonding.

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

### **Definitions**

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

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

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

### **Required Documentation for Supplemental Compensation**

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

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

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

Employees who are employed by employers other than VanderHouwen must also complete Section 4 of the PPLO Form by providing information pertaining to wages received from all employers during the 90 days prior to the California PFL period.

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

Employees who fail to comply with the documentation requirement will be disqualified from receiving Supplemental Compensation.

### **Duration and Timing of Supplemental Compensation**

Eligible employees may receive Supplemental Compensation for a period of up to six weeks if they meet the eligibility and documentation requirements set forth in this policy. The timing of an employee's receipt of Supplemental Compensation will depend on when VanderHouwen receives information directly from the State or, from the employee, a copy of the State's Notice of Computation and confirmation that the employee has received the first California PFL benefits payment. Upon receipt of information from the employee and/or the State that is necessary to process payment, VanderHouwen will make a good-faith effort to process the initial Supplemental Compensation payment in the next full pay period. To the extent possible, any additional Supplemental Compensation payment(s) will be processed in accordance with VanderHouwen's established pay schedule. There may be some situations where Supplemental Compensation is not paid to the employee until after the employee has returned to work. In those cases, VanderHouwen will pay the total Supplemental Compensation within 30 days of receiving the documentation and information required to process payment.

### **Calculation of Supplemental Compensation**

Under California's PFL benefit program, an employee may receive income replacement from the State equal to approximately 60 or 70 percent of the employee's weekly wages (depending upon the employee's income), subject to the Maximum Weekly Benefit Amount. Supplemental Compensation which includes up to two weeks of accrued PTO is provided to eligible employees so that, in combination with the California PFL benefit, the employee may receive approximately 100 percent of his or her weekly wages, subject to the Maximum Weekly Benefit Amount. All payments will be integrated so that an eligible employee will receive no greater compensation than his or her regular compensation during this period.

The State sets a ceiling on the amount an employee receiving California PFL benefits can be assumed to earn. This ceiling is also applied to Supplemental Compensation. In the case of an eligible employee whose



weekly wages exceed the ceiling, Supplemental Compensation will not be calculated to reach 100 percent of the employee's total normal gross weekly wage. Rather, the amount of Supplemental Compensation will be subject to the ceiling and will be calculated based on the gross wage obtained by dividing the State's Maximum Weekly Benefit Amount by the percentage rate of wage replacement provided under the California PFL benefit law.

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

During the period when eligible employees are receiving California PFL benefits, VanderHouwen requires them to agree to use up to two weeks of accrued, but unused, PTO that will be applied toward VanderHouwen's Supplemental Compensation obligation under the law. If the employee does not agree to use PTO during the California PFL period, VanderHouwen will not be obligated to provide Supplemental Compensation. An employee's decision not to allow use of PTO benefits will not prevent the employee from being eligible for leave or from receiving California PFL benefits.

### **Termination from Employment**

If an employee is *involuntarily* separated from his or her employment with VanderHouwen during the New Child Bonding period, VanderHouwen will continue to provide Supplemental Compensation for the period during which the employee continues to receive PFL benefits.

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

### **Protected Rights**

VanderHouwen will not interfere with, restrain or deny the exercise of, or the attempt to exercise, any right protected under the PPLO. Such rights include but are not limited to the right to Supplemental Compensation pursuant to the PPLO; the right to file a complaint or inform any person about any employer's alleged violation of the PPLO; the right to cooperate with the San Francisco Office of Labor Standards Enforcement and its investigations of alleged violations of the PPLO; and the right to inform any person of his or her possible rights under the PPLO.

### **Lactation Accommodation (San Francisco Only)**

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

Employees will be relieved of all work-related duties during any unpaid break. When unpaid breaks or additional time are required, employees should work with their supervisor or Human Resources regarding scheduling and reporting the extra break time. Time an employee spends walking to and from the

designated lactation location and/or a refrigerator or sink will not be counted as part of the employee's break time.

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

VanderHouwen will provide employees with the use of a room or a private area, other than a bathroom or toilet stall, in close proximity to their work area that is shielded from view and free from intrusion from co-workers and the public (the lactation location). The lactation location may be the employee's normal work area, if suitable. The lactation location will: be safe, clean and free from toxic or hazardous materials; contain a surface (e.g., a table or shelf) to place a breast pump and other personal items; contain a place to sit; and have access to electricity. VanderHouwen will also provide, in close proximity to the employee's work area, access to a refrigerator where employees can store breast milk and access to a sink with running water.

Employees have a right to request lactation accommodation. To request a lactation accommodation, employees should make the request to Human Resources orally, by email or in writing. VanderHouwen will respond to a request for accommodation within five business days and will engage in an interactive process with the employee to determine the appropriate break periods and the lactation location for the employee. If VanderHouwen denies a request for lactation accommodation, it will provide a written response identifying the reason(s) for doing so.

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

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

# FAMILY CARE AND MEDICAL LEAVE

# DFEH



## FACT SHEET

The Fair Employment and Housing Act (FEHA), enforced by the Department of Fair Employment and Housing (DFEH), contains family care and medical leave provisions for California employees.

These leave provisions are known as the California Family Rights Act (CFRA). All employers must provide information about CFRA to their employees and post this information in a conspicuous place where employees tend to gather. A poster that meets this requirement is available on DFEH's "Posters, Brochures and Fact Sheets" webpage ([www.dfeh.ca.gov/posters/](http://www.dfeh.ca.gov/posters/)).

## LEAVE REQUIREMENTS

- To be eligible for CFRA leave, an employee must have more than 12 months of service at an employer of five or more full- or part-time employees, and have worked at least 1,250 hours for that employer in the 12-month period before the leave begins.
- An eligible employee may take job-protected leave to bond with a new child by birth, adoption, or foster care placement, within one year of the child's birth, adoption, or foster placement.
- An eligible employee may take job-protected leave to care for a child, spouse, domestic partner, parent, grandparent, grandchild, or sibling with a serious health condition. CFRA leave may also be taken for the employee's own serious health condition.
- An eligible employee may take job-protected leave for a qualifying exigency related to the covered active duty or call to covered active duty of a spouse, domestic partner, child, or parent in the Armed Forces of the United States.
- Employees may take leave of up to 12 work

weeks in a 12-month period, proportional to an employee's normal work schedule. The leave does not need to be taken in one continuous period of time.

## EMPLOYEE'S OBLIGATIONS

- An employer may require an employee to provide 30 days' advance notice of the need for CFRA leave. When this is not possible due to the unexpected nature of the qualifying event, notice should be given as soon as practicable. Notice can be written or verbal and should include the timing and the anticipated duration of the leave, but an employer may not require disclosure of an underlying diagnosis. An employer must respond to a leave request as soon as possible and no later than 5 business days.
- The employer may require written certification from the health-care provider of the individual with a serious health condition stating the reasons for the leave and the probable duration of the condition. However, the health-care provider may not disclose the underlying diagnosis without the consent of the patient.

## SALARY AND BENEFITS DURING CFRA LEAVE

- Employers are not required to pay employees during a CFRA leave, but some employers do. In addition, an employee will be paid for any accrued paid time off they elect or are required to use. An employer may require an employee who is taking leave to care for a seriously ill family member or to bond with a new child to use accrued vacation time or other accumulated paid leave other than sick time, unless the employee is receiving Paid Family Leave (see below). If the CFRA leave is for the employee's own serious

# FAMILY CARE AND MEDICAL LEAVE

## FACT SHEET



health condition, an employer may require use of accrued vacation and sick time, unless the employee is receiving State Disability Insurance.

- If the employer provides health benefits under a group plan, the employer must continue to make these benefits available during the leave. Similarly, the employee is entitled to continue accruing seniority and participate in other benefit plans.

## RETURN RIGHTS

- After CFRA leave, employees are guaranteed a return to the same or comparable position and can request the guarantee in writing.
- If the same position is no longer available, the employer must offer a position that is comparable in terms of pay, benefits, shift, schedule, geographic location, and working conditions, including privileges, perquisites, and status, unless the employer can prove that no comparable position exists.
- An employee is not entitled to reinstatement if the employee would have been otherwise laid off or terminated for reasons unrelated to their leave.

## PREGNANCY DISABILITY LEAVE

- In addition to CFRA leave, employers of five or more employees must provide job-protected leave or accommodations to employees disabled by pregnancy, childbirth, or a related medical condition. Pregnancy disability leave (PDL) is available while an employee is actually disabled, up to a total of four months. This includes time off needed for prenatal or postnatal care, severe morning sickness, doctor-ordered bed rest, childbirth, recovery from childbirth, loss or end of pregnancy, or any other related medical condition. For more information, visit: [www.dfeh.ca.gov/family-medical-pregnancy-leave/](http://www.dfeh.ca.gov/family-medical-pregnancy-leave/).

- Employees are entitled to take PDL in addition to any leave entitlement under CFRA.

## STATE DISABILITY INSURANCE (SDI) OR PAID FAMILY LEAVE (PFL)

- Employees who are eligible for SDI may receive partial wage replacement for a non-work-related illness, injury, or pregnancy.
- PFL provides benefits to individuals who need to take time off work to care for a family member, to bond with a new child (by birth, adoption, or foster care placement), or for military exigencies. PFL cannot be taken at the same time as SDI.
- SDI and PFL are administered by the Employment Development Department (EDD), not DFEH. For more information, contact EDD at 800.480.3287 or visit: [www.edd.ca.gov/Disability/Paid\\_Family\\_Leave.htm](http://www.edd.ca.gov/Disability/Paid_Family_Leave.htm) or [www.edd.ca.gov/Disability/About\\_DI.htm](http://www.edd.ca.gov/Disability/About_DI.htm).

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**If you have been subjected to discrimination, harassment, or retaliation at work, or have been improperly denied leave or reinstatement under CFRA or PDL, file a complaint with DFEH.**

## TO FILE A COMPLAINT

### Department of Fair Employment and Housing

[dfeh.ca.gov](http://dfeh.ca.gov)

Toll Free: 800.884.1684

TTY: 800.700.2320

If you have a disability that requires a reasonable accommodation, DFEH can assist you with your complaint. Contact us through any method above or, for individuals who are deaf or hard of hearing or have speech disabilities, through the California Relay Service (711).

**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: \_\_\_\_\_