

# GreenState Credit Union

Employee Handbook

*August 2024*



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## **PURPOSE OF THE HANDBOOK**

As an employee of **GreenState Credit Union** (“Company”), it is important for you to know what you can expect from us and what we expect from you. This Handbook will give you that information by outlining many of our Company’s current benefits, policies, and employment rules.

Please keep this Handbook as a guide and ready reference throughout your employment. If you have questions as you read through this Handbook, please do not hesitate to discuss them with your manager. Your manager is a very important source of information and will be more than happy to assist you. Remember that business conditions change, and this Handbook is only a summary of the benefits, policies, and employment rules that are in effect at the time we published this Handbook.

**This Handbook does not create an “employment contract” or other contractual rights. Although the Company intends that the benefits and policies outlined in this Handbook generally will remain in effect, the Company may, at any time, amend, end or otherwise revise the benefits and policies outlined in this Handbook.**

This Handbook applies to all employees. However, where it conflicts with any contract, such as insurance summary plan descriptions, that contract will control.

This Handbook supersedes all prior handbooks or policies and may be changed from time-to-time as necessary.

The most up to date version of this handbook may be found on GreenSpace, our company intranet.

## **COMPLIANCE WITH APPLICABLE LAWS**

This Handbook will be interpreted and applied in accordance with all applicable federal, state, and local laws. Similarly, we expect you to comply with all laws that apply to your job as a condition of your continued employment. If there is or may appear to be a conflict between the wording of this Handbook and applicable law, the law takes precedence and the language in question will be interpreted and applied in a way that conforms to the law.

## **INTRODUCTION**

The policies in this Handbook reflect a commitment to our Core Values. As such, we hope and expect that employees will strive to do great things, have fun, be adventurous, grow through learning, embrace continuous improvement, build a positive team spirit, and make a profound and memorable impact on those we serve. Beyond this, we also trust that employees will strive for reliability, integrity, accuracy, dependability, and a high-level of competence in their roles. Whether in the workplace or away from the office on Company business, we expect all employees to behave with decency, respect, and in accordance with all applicable laws and regulations.

### ***SOME OF OUR MOST IMPORTANT POLICIES***

#### **EMPLOYEE RELATIONS PHILOSOPHY**

Every employee is important to us. We are committed to attracting and retaining quality employees like you. To accomplish this, we are committed to maintaining a competitive wage and benefit program. We want to make our workplace as pleasant and rewarding a place for you to work as we can. Most importantly, we want you to feel free to talk with us at any time.

#### **MEMBER RELATIONS PHILOSOPHY**

Our most important company goal is member satisfaction. Our members are the reason for our business, and each of us depends upon our members for our job and our paycheck. Our members expect and deserve a quality product and courteous, attentive treatment. Never forget that our members are the lifeblood of our business.

#### **AT-WILL EMPLOYMENT**

All employees are employed “at-will,” which means that they can be terminated at any time, with or without cause, and with or without advance notice. This “at-will” relationship can only be changed in a written document signed by the Company’s Chief Human Resource Officer or President/CEO.

#### **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

We are an Equal Employment Opportunity employer committed to providing equal opportunity in all of our employment practices, including but not limited to selection, hiring, assignment, re-assignment, promotion, transfer, compensation, discipline, training, placement and employee development, benefits, education assistance, social and recreational programs, layoff and recall, and termination. The Company prohibits discrimination, harassment, and

retaliation in employment based on race; color; religion; genetic information; national origin; sex; sexual orientation; gender identity; pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; service member status; or any other category protected by federal, state, or local law.

Managers lead the way in enforcing procedures and practices aimed at ensuring the Company's objective of assuring equitable employment opportunities for all is reached.

If you ever believe we are failing in our promise of equal opportunity to all applicants or employees, please promptly report your concerns to Human Resources. We will take every reasonable measure to address your concern and you will not be subjected to retaliation for bringing such concern to our attention. Violation of this policy will result in disciplinary action, up to and including immediate termination.

#### **AFFIRMATIVE ACTION AND COMMITMENT TO DIVERSITY & INCLUSION**

We celebrate the uniqueness of each individual with an intentionally inclusive, equitable, diverse and welcoming environment. As part of our commitment to equal employment opportunity, we take affirmative action to ensure that applicants and employees are treated, without regards to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, status as a qualified individual with a disability or any other legally protected category, and that all employees are considered for promotions, transfers, training, and other opportunities during their employment with us.

#### **POLICY AGAINST UNLAWFUL DISCRIMINATION, HARASSMENT, AND RETALIATION**

We do not tolerate the harassment of applicants, employees, members, vendors, or other third parties. Any form of harassment relating to an individual's race; color; religion; genetic information; national origin; sex; sexual orientation; gender identity; pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; service member status; or any other category protected by federal state, or local law, is a violation of this policy and will be treated as a disciplinary matter.

**Violation of this policy may result in disciplinary action, up to and including immediate termination.**

If you have any questions about what constitutes harassing behavior or what conduct is prohibited by this policy, please discuss your questions with Human Resources or one of the contacts listed in this policy. The "workplace" includes when employees are on Company premises, at a Company-sponsored off-site event, working remotely, traveling on behalf of the Company, or conducting Company business, regardless of location. This policy extends to usual



work settings, social affairs, functions, events, travel, tradeshow, and related gatherings whether on or off Company site(s) at any time. At a minimum, the term “harassment” as used in this policy includes:

- Offensive remarks, comments, jokes, slurs, or verbal conduct pertaining to an individual’s race; color; religion; genetic information; national origin; sex; sexual orientation; gender identity; pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; service member status; or any other category protected by federal, state, or local law;
- Offensive pictures, drawings, photographs, figurines, or other graphic images, conduct, or communications, including e-mail, texts, faxes, and copies pertaining to an individual’s race; color; religion; genetic information; national origin; sex; sexual orientation; gender identity; pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; service member status; or any other category protected by federal, state, or local law;
- Offensive sexual remarks, sexual advances (regardless of whether physical touching is involved), or requests for sexual favors (all regardless of the gender of the individuals involved);
- References to sexual conduct, an individual’s sex life, sexual activity, sexual experiences, sexual deficiencies or prowess.
- References to an individual’s body or anatomy, offensive leering, and/or whistling.
- References concerning an individual’s characteristics such as pitch of voice, facial hair or the size or shape of a person’s body, including remarks regarding femininity or masculinity.
- Intentionally and repeatedly referring to an individual by a pronoun inconsistent with their gender identity.
- Sexual assault or offensive physical conduct, including touching, gestures, or brushing up against someone (all regardless of the gender of the individuals involved).
- Any other conduct which has the purpose or effect of unreasonably interfering with an individual’s performance or which has the purpose or effect of creating an intimidating, hostile, or offensive workplace environment.

We also absolutely prohibit retaliation, which includes threatening an individual or taking an adverse action against an individual for: (1) reporting a possible violation of this policy, (2) participating in an investigation conducted under this policy, or (3) otherwise exercising a lawful right.

Our employees in management roles are covered by this policy and are prohibited from engaging in any form of harassing, discriminatory, or retaliatory conduct. No member of management has the authority to suggest to any applicant or employee that employment or advancement will be affected by the individual entering into (or refusing to enter into) a personal relationship or engaging in romantic or sexual activity, or for tolerating (or refusing to tolerate) conduct or communication that might violate this policy. Such conduct is a direct violation of this policy. Members of management who witness or are otherwise made aware of a possible violation of this policy must immediately report the matter to Human Resources.

Even non-employees are covered by this policy. We prohibit harassment, discrimination, or retaliation of our employees by non-employees. Immediately report any harassing or discriminating behavior by non-employees, including contractors, subcontractors, vendors, members, clients, or third parties with whom we work. Any employee who experiences or observes harassment, discrimination, or retaliation should report it using the steps listed below.

**If you have any concern that this policy may have been violated by anyone you must immediately report the matter. Due to the very serious nature of harassment, discrimination, and retaliation, you must report your concerns to one of the individuals listed below.**

1. First, discuss any concern with Human Resources.
2. If you are not satisfied after you speak with Human Resources, or if you feel that you cannot speak to Human Resources, discuss your concern with the Senior Vice President of Corporate Oversight.

**You should report any actions that you believe may violate our policy no matter how slight the actions may seem.**

The Company will investigate the report and if we find a violation of our policy, we will take immediate and appropriate corrective or remedial action. The Company will protect the confidentiality of employees reporting suspected violations of this or any other Company policy, to the extent possible consistent with our investigation.

While we encourage you to use the reporting procedures above. If you do not feel comfortable using the reporting procedures above, you may also report potential violations of

this policy by contacting the **Ethics Hotline**.<sup>\*</sup> Reports to the Ethics Hotline or Website may be made anonymously, through one of the following methods:

- Phone: 1-844-782-0435
- Online Reporting Form (from Computer): <https://greenstate.ethicspoint.com>.
- Online Reporting Form (from Mobile Phone): <https://greenstate.navexone.com>.

<sup>\*</sup>Please note, that if you make a report anonymously, we may be limited in our ability to investigate and/or keep you updated on the status of your reported concern.

**You will not be penalized or retaliated against for reporting improper conduct, harassment, discrimination, retaliation, or other actions that you believe may violate this policy.**

**We are serious about enforcing our policy against harassment.** Individuals who violate this or any other Company policy are subject to discipline, up to and including immediate termination. We cannot resolve a potential policy violation unless we know about it. You are responsible for reporting possible policy violations to us, so that we can take appropriate actions to address your concerns.

#### **REASONABLE ACCOMMODATIONS**

To assist our employees suffering from mental or physical disabilities, who suffer on-the-job injuries, or who have known limitations due to pregnancy, childbirth, or a related medical condition (including, but not limited to breastfeeding), we will make reasonable accommodations to enable such employees to continue performing the essential functions of their jobs.

Under this policy, we may modify job duties to comply with medical requirements or restrictions. Depending upon the specific facts and circumstances of each situation, an accommodation may include modification of work hours; schedule changes; more frequent or longer break periods, such as bathroom breaks; providing a clean space other than a bathroom for expressing milk; modifying Company food or drink policies; seating accommodations; limits on lifting; relocation of work areas; making existing facilities readily accessible and usable; providing mechanical or electrical aids; transfer to a less strenuous or less hazardous position; appropriate adjustment or modifications of examinations, training materials or policies; allowing you to apply for a vacant position for which you are qualified; or granting leave. Similarly, we will make reasonable accommodations for religious beliefs and practices.

Obviously, there are limits to the accommodations which we can realistically make. For example, where an accommodation would cause an undue hardship to the Company, we would be unable to make the particular accommodation. Similarly, when placing an employee in a

position, with or without accommodation, would cause the employee to be a direct threat to the employee or others, we may be unable to place them in a particular position.

Medical certification will not be required for pregnancy-related accommodations requesting more frequent restroom, food, or water breaks; seating; limits on lifting more than twenty (20) pounds; or access to a private non-bathroom space for expressing breast milk. Likewise, the Company will not require an employee to take a leave of absence if another reasonable accommodation is available. The Company also will not require an employee to take a reasonable accommodation if the employee has not otherwise asked for one and such accommodation is not necessary to performing essential functions of the employee's job.

If you need to request a reasonable accommodation because of a disability, on-the-job injury, or limitation due to pregnancy, childbirth, or a related medical condition, please notify Human Resources. Likewise, if you need an accommodation for religious holidays, beliefs, or practices, notify Human Resources. In all instances, we will promptly discuss the matter with you, investigate your request, and to the extent possible, attempt to reasonably accommodate you, and if necessary, discuss alternative accommodations that may be provided.

The Company may require you to provide a certification from your health care provider concerning the need for a reasonable accommodation, to the extent allowed by law.

Any employee who has questions or concerns about reasonable accommodations in the workplace, is encouraged to report these issues to the attention of Human Resources. You can raise concerns and make reports and/or requests without fear of reprisal. The Company does not discriminate or retaliate against any employee for requesting or using a reasonable accommodation. Anyone who retaliates against an employee for reporting concerns, making an accommodation request, or using an accommodation, will be subject to discipline, up to and including immediate termination.

#### **LACTATION ACCOMMODATIONS**

Lactating employees are expected to make every reasonable effort to pump before and after work, with the goal of being able to focus on job responsibilities while at work.

In the event it is necessary for employees to lactate while at work, the Company will provide a reasonable amount of duty-free break time to accommodate a female employee's need to express breast milk for their infant child. Where possible, the break time must be taken concurrently with (at the same time as) other break periods already provided (such as the employee's lunch break). Break times will only be paid where required by law.

The Company will make reasonable efforts to provide employees with use of a clean room (other than a restroom) or other location in close proximity to the employee's work area, to express milk in private.

We are proud to offer our female employees with these lactation privileges and entrust that those employee's will not abuse such privileges provided. Break times provided under this policy are for lactation purposes only and should not be used to perform non-work related, non-lactation related, personal tasks. For example, employees may not text or use the time to make phone calls, in a manner that would unnecessarily lengthen their break, or to surf the internet once the employee has finished pumping. Employees finished lactating are expected to return to work promptly.

Employees found misrepresenting the purposes of their lactation break and/or abusing this policy, may be subject to disciplinary action.

#### **PROBLEM-SOLVING PROCEDURE**

Most of us have had a question or problem concerning our job at one time or another. If there is something about your job that is bothering you, let's get it out in the open and discuss it. We cannot answer your question or solve your problem unless you tell us about it.

Our "Problem-Solving Procedure" offers all employees the freedom to discuss work-related concerns with the Company. You should follow the procedure below if you believe that a Company policy may have been violated. Whenever you have a problem, it usually can be resolved by following these steps:

1. First, discuss any concern with your manager. Very often, your manager is in the best position to handle your problem satisfactorily.
2. If you are not satisfied after you speak with your manager, or if you feel that you cannot speak to your manager, speak to the next level of management.
3. If you are not satisfied after you speak with the next level of management, or if you would like an alternative resource, speak to Human Resources.

If you feel that you cannot follow the steps in this procedure, you may go directly to Step 2 or 3 of this procedure. We are available for advice and assistance in solving your problem at any time. After discussing the matter with you and conducting an appropriate investigation, we will take prompt, appropriate remedial action, if needed. When you inform us of a concern or problem, we will try to answer you as soon as practical under the circumstances.

## SUMMARY OF DRUG AND ALCOHOL POLICY

The Company is committed to maintaining a safe workplace free from unlawful drugs and alcohol and complies with all applicable laws, including the Federal Drug-Free Workplace Act. The Company prohibits you from reporting to work or performing your duties with any unlawful drugs or alcohol in your system. You are also prohibited from using, possessing, manufacturing, selling, trading, distributing, dispensing, or making arrangements or offering to distribute unlawful drugs or alcohol or any other legal intoxicants while at work, while performing job duties, off site at training or meetings, on Company or member property (including personal vehicles onsite), during lunch or breaks, or in Company vehicles (with the exception of permissible consumption outlined below.) Further, the Company prohibits all unlawful drug use, possession, or distribution, whether on or off duty – drugs can stay in your system and affect work later. This policy applies to all employees, including but not limited to members of management.

To enforce this policy, the Company may, where lawful, require any applicant or employee, including managers, to submit to an examination as allowed by law.

An individual may refuse to undergo drug and/or alcohol testing pursuant to this policy. However, any refusal will be treated as a violation of this policy and subject them to discipline up to and including immediate termination of employment.

**Suspected Abuse:** Any employee, who suspects another employee of drug or alcohol use, or any violation of this policy, must report it to their manager or Human Resources.

**Consequences of a Positive Test or Violation of this Policy:** Any violation of the rules set forth in this policy may result in disciplinary action up to and including immediate termination of employment or disqualification of employment, unless otherwise allowed by law.

Unless applicable law requires otherwise, our policies apply regardless of whether an employee performs at a high level or if an employee consumes unlawful drugs to increase focus or productivity. When required by law, violators may be allowed to participate in substance abuse rehabilitation.

**Permissible Consumption:** Alcoholic beverages may be available for consumption at certain business-related events, meetings, and social occasions, as well as industry meetings and conferences and require approval by your manager. The purchase and/or consumption of alcohol at these events does not violate this policy. However, you may not be under the influence of alcohol or other intoxicants such that judgment and/or job performance is impaired, offensive and/or unprofessional conduct occurs, or other Company policies are violated.

**Marijuana:** While some states have decriminalized marijuana or other drugs for medicinal or recreational purposes, the Company is not required to allow the use of marijuana or other decriminalized drugs in the workplace for any reason. Unless applicable law provides otherwise, marijuana and use of drugs prohibited by federal law are strictly prohibited on Company property. Any employee who fails a drug test for marijuana or other drug prohibited by federal law may be subject to discipline, up to and including immediate termination, if allowed by applicable state and local law.

Where state law allows for the use of marijuana outside of work for medicinal or recreational purposes, an employee's use may not cause the employee to be impaired such that they pose a risk to the safety of the employee, their co-workers, or members we serve. Employees must be able to maintain concentration, focus, situational awareness, alertness, and quick reactions where essential to their position. The Company will comply with all legal obligations required by applicable law.

**Self-Admission and Asking for Assistance:** The Company urges any employee with substance abuse issues to seek help before their health, safety, and/or job performance are affected. If you want to seek help for drug or alcohol problems prior to being caught in a violation of the Company's Drug and Alcohol Policy or being asked to undergo a test or prior to engaging in misconduct, you may be given the opportunity to seek professional treatment. Please see Human Resources for more information. In addition, employees who have questions or need information on drug or alcohol abuse can contact the following organizations:

- The National Institute on Drug Abuse Hotline: 800-662-HELP (4357);
- Cocaine Addiction Hotline: 800-COCAINE (262-2463); or
- Alcoholics Anonymous: Check [www.aa.org](http://www.aa.org) for your local chapter.

Where applicable, the Company will provide employees with information regarding any resource files it is required to maintain by law.

**Employee Assistance Program:** Employees with substance abuse issues may take advantage of the Confidential Employee Assistance Plan ("EAP") at no charge. The EAP offers professional counseling and consultation that can help you take steps toward problem resolution for a full range of personal concerns such as substance abuse issues, financial counseling, mental health issues, etc. Services are confidential and the EAP will not inform the Company about your use of the EAP or information discussed. See the GreenState Benefits Portal for more information. If you have questions, please ask Human Resources.

**Drug Conviction:** Employees must notify the Company of any criminal drug statute conviction for a violation occurring within the workplace no later than five (5) days after the conviction.

**Enforcement:** This policy will be interpreted and enforced in compliance with applicable law. Where required by law, additional notices will be provided to the applicant or employee.

This policy will not be sufficient to satisfy mandatory testing requirements in Iowa, individuals working in Iowa should see Human Resources for branch-specific information.

## **THE BEGINNING OF YOUR EMPLOYMENT**

### **VERIFICATION OF EMPLOYMENT ELIGIBILITY**

The Federal Immigration Reform and Control Act of 1986 requires employers to verify the legal working status of all employees hired on or after November 7, 1986. The Act makes it unlawful to hire anyone who is (1) not a U.S. citizen, or (2) an alien who does not have the legal right to be employed in the United States. All employees will be required to complete Form I-9 and provide current documentation from time to time, as required by law. The Company uses E-Verify to confirm employment eligibility for all employees, where applicable, as required by law.

### **BACKGROUND CHECKS**

To ensure that employees of the Company continue to be qualified and to ensure that the Company maintains a safe and productive work environment free of any form of violence, harassment, or misconduct, the Company may conduct background screening on all of its applicants and employees. The Company will provide you with additional information, including the disclosure and authorization forms related to the background screening, separate from this Handbook. Should you have any questions regarding the Company's background screening policy, please contact Human Resources.

### **EMPLOYEE STATUS**

**Regular, full-time employees** are normally scheduled to work forty (40) hours or more per week. "Full-time" is a general employee classification used by the Company for a variety of purposes. Employees not classified as "full-time," may still be eligible for medical insurance coverage, depending on their position and hours of service.

**Regular, part-time employees** are normally scheduled to work fewer than forty (40) hours each week.



**Variable, part-time employees** are employees whose work hours may vary from month to month, with the possibility of averaging thirty (30) hours or more per week. Average hours worked for variable employees will be measured and reviewed upon initial hire during the measurement/administrative period and annually in November to determine health insurance eligibility. Through this measurement, those averaging thirty (30) hours or more per week may be eligible for health insurance benefits following the measurement/administrative periods, along with other elected part-time employee benefits.

**Seasonal employees** are employees who have been hired to temporarily supplement a department's workforce during busy seasons of the year or have been hired as an intern, to assist in the completion of specific projects. Employment assignments are of an expected duration and employment beyond any initially stated period does not in any way imply a change in at-will employment status.

For the purposes of family and medical leave, insurance and certain other benefits, eligibility requirements may depend on your employment status. Not all employees are eligible for all benefits. Insurance plan documents or applicable law will control benefit eligibility. If you have any questions concerning your status or the benefits for which you qualify, please contact Human Resources.

#### **WORK SCHEDULE**

Your manager will set your schedule in accordance with the Company's business needs. Your schedule is subject to change at any time.

Lunch and break times are set by your manager and may be varied to meet business and member needs, in accordance with applicable state law. Generally, our employees will have a duty-free meal period of thirty (30) to sixty (60) minutes, and break period(s) of fifteen (15) minutes at least once every four (4) hours, unless applicable law requires otherwise. For our non-exempt employees, your duty-free meal period is unpaid, and break period(s) will be paid. Non-exempt employees should remember to clock in/out for their duty-free meal period and should not perform any work during their meal.

## COMPANY BENEFITS

### *PAY AND PAID TIME OFF*

#### YOUR PAY

The Company pays you every other Friday via direct deposit, where you've authorized us to do so, unless applicable law requires otherwise. Please see the Payroll Calendar for additional information which can be found on GreenSpace. The Company does not make loans or pay advances to employees.

The Company generally operates under a pay-for-performance philosophy, designed to provide rewards that commensurate with the growth and financial stability of the organization. Accordingly, while compensation decisions are made based on several business considerations, and while no salary or raises can be guaranteed, we are mindful of excellent performance in our decision making.

The Company may make deductions from your pay for different reasons. For example, we are required by law to deduct certain amounts for taxes, Social Security, garnishments, etc. Likewise, you may authorize us to make deductions for benefit premiums, 401(k), etc. In the rare event that an overpayment is made, you must notify the Company immediately. Overpayments may be deducted from your next paycheck, where allowed by law. All deductions made will be in a manner consistent with applicable federal and state laws.

If you believe a payment or deduction has been made to your pay in error, please immediately notify Human Resources. The Company will investigate your pay and deductions and will not penalize you for reporting a suspected concern. If an error is found, you will receive an immediate adjustment which will be paid no later than on the next regular payday.

Please note, if your paycheck is insufficient to cover insurance premiums due (such as if you are on unpaid leave), you can authorize the Company to charge your direct deposit account for the amounts owed. Employees will be asked to sign an authorization form separate from this Handbook, and where required by law, provided with additional information.

Any outstanding amounts owed to the Company at the time of separation must be re-paid immediately. Failure to re-pay any such amounts, constitutes theft, and will be subject to criminal and/or civil prosecution, to the fullest extent allowed by law.

## **PAY TRANSPARENCY AND WAGE DISCLOSURE**

The Company does not prohibit an employee from disclosing the employee's own wages or discussing another employee's wages which have been disclosed voluntarily. The Company will not take any adverse employment action against an employee for inquiring about, discussing, or disclosing wages of the employee or those voluntarily disclosed by another employee; requesting that the Company provide a reason for the employee's wages; or aiding or encouraging another employee in exercising their rights. The Company does not require nondisclosure of an employee's wages as a condition of employment and will not require an employee to sign any document or waiver to the contrary. Employees are, however, under no obligation to disclose their wages.

You are encouraged to report violations of this policy to your manager. The Company prohibits retaliation against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who engages in retaliation will be subject to disciplinary action, up to and including immediate discharge. In the event a violation has been determined, an employee may be afforded remedies in accordance with applicable law.

Where required by law and upon request from an applicant or employee, the Company may provide such individual with the wage range for the position for which they have applied. The Company will not discriminate or retaliate against an individual for making such request.

Nothing in this policy permits an employee to discuss or disclose the wages of another employee without that employee's prior permission, unless it is in response to a complaint or charge or in furtherance of an investigation, proceeding, hearing, or legal action, including an investigation conducted by the Company. Furthermore, nothing in this policy requires the Company or an employee to disclose their wages in response to an inquiry by another employee.

Employees are not permitted to disclose proprietary information, trade secret information, or information that is otherwise subject to legal privilege or protection to a competitor of the Company, without the prior written consent of the Company.

Nothing in this policy will be interpreted, applied, or enforced in a manner that interferes with, restrains, or coerces employees in the exercise of their Section 7 rights under the National Labor Relations Act.

## **INCENTIVE COMPENSATION PLANS**

Based on your position, you may be eligible for an incentive compensation plan (incentive compensation plans are not available for all positions). You will be notified at the start of employment if you are eligible to participate.

Incentive compensation plans are reviewed and adjusted annually based on strategic objections. The key principles of incentive compensation plans are to: 1) clearly identify performance objectives and the keys to success, 2) link additional compensation opportunities to performance, in areas that the employee can influence, and 3) reward the employee for performance that supports the business objectives of the Company. If you have any questions regarding our incentive compensation plans and/or whether you qualify, please speak with your manager.

### PAID HOLIDAYS

To best serve our members, we often may be required to work on days near a holiday or sometimes on a holiday. Your manager will set your schedule in accordance with member needs. Regular, non-commissioned employees enjoy the following paid holidays, whenever the holiday falls on a day you are regularly scheduled to work:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Indigenous Peoples Day (Columbus Day)
President's Day	Veteran's Day
Memorial Day	Thanksgiving
Juneteenth Day	Christmas Day
Independence Day	

If a holiday falls on a weekend, the Company typically closes on the closest weekday aligning with the holiday. For each holiday observed, regular full-time non-commissioned employees receive eight (8) hours of holiday pay per holiday, and regular, part-time non-commissioned employees receive four (4) hours of holiday pay.

### TIME OFF

#### **For Non-Commissioned Employees**

We want you to spend time with family and friends and take time for personal hobbies, activities, and commitments. Our policy is to empower **GreenState Credit Union** employees to take time off to reflect and recharge, as long as work commitments are being met, overall performance and servicing of member needs aren't compromised, and the time away is approved by your manager.

GreenState offers two primary types of Time Off: Flexible Time Off Scheduled (FTO) and Flexible Time off Unscheduled (FTU). Eligible employees are required to use FTO or FTU when they need time away from work, subject to and consistent with the terms of this policy.

Please note that an employee's ability to take FTO or FTU is not a form of additional wages for services performed.

**Eligibility:** All regular non-commissioned full-time and part-time employees are eligible for paid time off under this policy.

**Amount of Time Off:** The amount of time off available depends on the type of time off requested:

**Flexible Time Off Scheduled (FTO).** Where time off is foreseeable and employees provide advanced notice of their time off, greater than twenty-four (24) hours (such as in the event of a vacation or routine medical appointments), they may request FTO. FTO requests must be approved by a manager as far in advance as possible, no later than one (1) week in advance for FTO of one (1) week or more, and no later than twenty-four (24) hours in advance for FTO of less than one (1) week.

Eligible employees do not accrue FTO. Instead, they are given, in the Company's sole discretion, an indeterminate amount of FTO for vacation, personal time, or any other planned reason allowed by law, each year. There is no set minimum or maximum amount of FTO that can be taken per year. However, to help ensure balance for employees, we strongly encourage all eligible employees to take a combined minimum of ten (10) FTO/FTU days per year.

If an employee requests FTO and the request is declined by a manager, and the employee elects to take the declined time off, the time away from work will be unpaid. Additionally, taking FTO not approved in advance by a manager may result in disciplinary action. It is important to request and receive approval prior to taking FTO so our Company can maintain proper functioning.

**Flexible Time Off Unscheduled (FTU).** Where time off needs are not foreseeable and cannot be scheduled in advance (such as in the event of an unforeseen illness or injury or family emergency), eligible employees may request FTU for any time off taken with less than twenty-four (24) hours' notice.

Eligible full-time employees are allowed up to eighty (80) hours of FTU per calendar year, unless otherwise required by law. Eligible part-time employees are allowed up to forty (40) hours of FTU per calendar year, unless otherwise required by law.

For FTU, the employee's manager should be notified before the start of the workday, or as soon as practicable of their need for time away. This procedure will be followed for each day the employee is unable to work. If the employee's immediate manager is out of the office, the employee should follow proper protocol as requested by their manager.

**Reasons for Time Off:** Time off can be taken for a variety of reasons, including planned vacations, personal days, short-term illness or injury, safe leave (safe leave includes leave to obtain protection or counseling from domestic violence, abuse, or stalking), preventative medical care, care of a family member, bereavement, or any other reason allowed by law.

**Use and Scheduling:** The intent of this policy is that employees, in collaboration with their managers, will manage their time off in a manner that prioritizes work responsibilities while balancing personal needs and/or commitments.

Employees should note that they remain subject to regular performance and productivity standards and failure to meet performance and productivity standards may result in disciplinary action, up to and including immediate termination.

There is no waiting period for time off. Employees can begin using time off under this policy from the start of their employment. Time off may be used in the smallest minimum increments our timekeeping system allows, or as required by law, whichever is smaller.

Employees may not generally take more than two (2) consecutive weeks of FTO, FTU, or any combination of FTO and FTU at a time. Unless otherwise required by law, any additional continuous time off will be treated as an unpaid leave of absence and must be coordinated with both your manager and Human Resources.

All requests for time off will be subject to manager approval. Time off requests must be submitted through ADP and should be communicated with team members in advance of the scheduled time off. While there is no accruing of FTO or FTU, all time off requests should be recorded and tracked. When recording FTO or FTU, employees should include comments regarding the purpose for time off (e.g., sick, bereavement, jury duty, vacation, care of a family member, etc.).

Due to business or staffing needs, time off requests are not guaranteed to be approved unless required by applicable law. Managers, in their discretion, may deny time off requests, or cancel previously approved time-off requests, when providing the requested time off may have an adverse effect on the Company's operations or member-service standards. We will attempt to give you advanced notice of any such changes, as soon as possible.

FTO or FTU cannot be used to cover periods of "no call, no show." Further, if a pattern of potential abuse develops, or if an excessive number of unscheduled absences occur that are beyond the scope of reasonable time off, disciplinary action may result, up to and including immediate termination.

Employees who request and are granted FTO/FTU attached to one of the Company's holidays, may not be approved for the same time off in the next calendar year. First priority, regardless of rank and seniority, will generally be given to employees who did not receive time off attached to the holiday(s) in the previous calendar year.

**Documentation:** The Company may request documentation supporting your need for FTO/FTU when out for three or more consecutive days unless otherwise prohibited by state or local jurisdictions. The Company will maintain any documentation or information provided in connection with FTO/FTU confidential, where required by law.

**Saturdays Off:** Work schedules do not generally require weekend work. Accordingly, there is no need to use FTO for weekends. FTO/FTU are to be used on weekdays only (M-F).

**Flexible Work Schedule:** When possible, and allowed by law, the Company supports a flexible work schedule. For employees scheduled to work rotating Saturdays, the Company makes every effort to reduce their work schedule the following week for hours worked on Saturday. Employees who work a rotating Saturday schedule, who are scheduled off for that Saturday, are also not required to use FTO/FTU hours for the Saturday they are provided off.

**Make-Up Time (Non-Exempt Employees Only):** If an employee work excess hours during a week in which FTO is scheduled or taken, FTO is to be reduced by the excess number of hours worked, and any remaining time off will be recorded as FTO time taken. The Company will not require the employee to use FTO/FTU hours, so long as they work an equivalent number of hours in addition to their normal schedule, that same week, to make-up for their time off. Non-exempt employees are not required to make-up such time, however, may voluntarily elect to do so with their manager's approval. For example, if a full-time non-exempt employee takes five (5) hours of FTO/FTU on Wednesday, and then stays late on Thursday and works an additional five (5) hours on top of their regular work-schedule, they will have "made up" their FTO/FTU hours, and the Company will not deduct the five (5) hours from the employee's FTO/FTU.

**Tracking:** There may be instances when questions arise regarding the correct process for tracking time away based on the circumstances. Below are examples to address these questions:

1. Betty leaves work early because she received a call from her daycare that her child was sick with a non-serious medical condition: FTU. (For serious medical conditions, the employee would request a leave of absence under FMLA/Paid Medical Leave policies).
2. Lucy plans trip to Canada to see her family three (3) weeks from today: FTO

3. Tommy's mother passes away unexpectedly, and he needs to leave work suddenly. The day of the call, as well as the next consecutive business day (which both fall within 24 hours) would be considered unscheduled (FTU). Any additional time later in the week (beyond the first 24 hours) would be considered scheduled (FTO) if Tommy coordinates the time away with his manager.
4. June gets a jury duty notice in advance that she may be called to do her civic duty. June notifies her manager and Human Resources in advance but must wait until Sunday to call in to find out if she is scheduled to serve. Because June notified her manager and Human Resources in advance, if she finds out that she is scheduled to serve when she calls in, this is considered FTO.
5. Stevie has a doctor's appointment scheduled in three (3) days: FTO.
6. Stevie finds out at the doctor's appointment that she has strep and needs to stay home the next day: FTU.

**Payment of FTO or FTU:** Time off will be paid at the employee's regular rate for the period of time in which time off is taken, and with continuation of the same benefits that the employee normally earns during work hours.

**Effects on Leaves of Absence:** FTO or FTU is generally not for periods of ongoing or recurrent personal leave, illness, FMLA, military duties; or any other circumstance which would otherwise be an unpaid or paid leave of absence under various Company policies or applicable federal, state, or local law. This policy does not replace the Company's leave policies for specific leaves (e.g., paid medical leave, parental leave, military leave, or other leaves of absence) which may be found in a separate policy in this Handbook, or which may be required by federal, state, or local law. Please see those policies in this Handbook for additional information. Likewise, time off under this policy cannot be used to extend Paid Parental Leave or Paid Medical Leave, unless otherwise approved by the Company or allowed by law.

**No Accrual:** FTO or FTU under this policy is not earned or accrued at any time. Thus, unused FTO or FTU does not carry over at the end of the year, unless otherwise required by law. Likewise, unused FTO/FTU does not have any cash value at the end of the year or upon termination of employment. Employees will not be paid for unused FTO or FTU at the end of the year or at the end of employment, unless required by law.

**Non-Discrimination and Retaliation:** The Company will not retaliate or discriminate against any employee that requests or uses time off for any legally protected paid sick or safe leave purpose. Likewise, the Company will not retaliate or discriminate against any employee for exercising their rights under federal, state, or local laws. Where applicable law requires us to provide you with additional notices and information, we will provide you with such information.



**Future Changes to this Policy:** The Company reserves the right to change or discontinue this policy at any time. Any questions regarding this policy should be directed to Human Resources.

**PAID SICK LEAVE (PSL)**  
**For Commissioned, Temporary, Intern, and Seasonal Employees**

**Eligibility:** All temporary, seasonal, intern, and commissioned employees are eligible for PSL under this policy.

**Amount of Leave:** Eligible employees can take up to the following amounts of PSL per Calendar year:

<b>Position</b>	<b>Amount of Paid Sick Leave (PSL) Per Year</b>
Full-Time Commissioned Employee	80 hours
Part-Time Commissioned Employee	40 hours
Temporary, Seasonal and Intern Employee	24 hours

**Reasons for PSL:** PSL can be used for sick and safe leave purposes (safe leave includes leave to obtain protection or counseling related to domestic violence, abuse, or stalking) including but not limited to preventative medical care, care of a family member, or any other reason allowed by law.

**Use and Scheduling:** There is no waiting period for PSL. Employees can begin using PSL under this policy from the start of their employment. PSL may be used in the smallest minimum increments our timekeeping system allows, or as required by law, whichever is smaller.

Requests for PSL will be subject to manager approval and consistent with applicable law. PSL requests must be submitted through ADP and should be communicated with team members in advance of the scheduled PSL when possible. When recording PSL, employees should include comments regarding the purpose for PSL.

To the extent foreseeable, PSL requests must be approved by a manager as far in advance as possible. To the extent PSL is not foreseeable, the employee's manager should be notified before the start of the workday or as soon as practicable. This procedure will be followed for each day the employee is unable to work. If the employee's immediate manager is out of the office, the employee should follow proper protocol as requested by their manager.

PSL generally cannot be used to cover periods of “no call, no show.” Further, if a pattern of potential absenteeism abuse develops, disciplinary action may result, up to and including immediate termination.

**No Carry Over:** Unused PSL does not carry over from one year to the next, unless otherwise required by law. Likewise, employees will not be paid for unused PSL at the end of the year, unless required by law.

**Documentation:** Continuous absences of 3 days or greater due to personal illness will require a doctor’s note prior to return to work unless otherwise required by state or local jurisdiction. The Company will maintain any documents or information provided in connection with PSL as confidential to the extent required by law.

**Payment of Sick Leave:** For seasonal, temporary or interns normally paid on an hourly basis, PSL provided under this policy will be paid at the employee’s regular rate for the period of time in which leave is used.

Commissioned employees will receive an hourly rate equivalent to their base pay for PSL.

All PSL will be with continuation of the same benefits that the employee normally earns during work hours.

**At the End of Employment:** Employees will not be paid for unused PSL at the end of employment, unless required by law.

**Non-Discrimination and Retaliation:** The Company will not retaliate or discriminate against any employee that requests or uses PSL for any legally protected purpose. Likewise, the Company will not retaliate or discriminate against any employee for exercising their rights under federal, state, or local laws. Where applicable law requires us to provide you with additional notices and information, we will provide you with such information.

### **PAID MEDICAL LEAVE**

The Company provides eligible employees with Paid Medical Leave where leave is necessary for the care of an immediate family member (spouse, child, or parent) with a serious health condition or because of the employee’s own serious health condition which makes them unable to perform their job.

The Company offers benefits above and beyond what is required by law. This means that employees who are not eligible for leave under the Federal Family and Medical Leave Act (FMLA),

may still be eligible for paid time off under this policy and should see the eligibility requirements below.

**Eligibility:** Eligible employees must be:

- Regular, non-commissioned full-time or part-time employees; and
- Have completed at least twelve (12) months of employment with the Company.

**Leave and Compensation Amount:** The Company ensures employees receive up to twelve (12) weeks of paid medical leave in a rolling 12-month period as follows: The Company will ensure employees receive 100% of their pay, at their normal wage rate, for their first two (2) weeks of leave; and 80% of their pay, at their normal wage rate, for the remaining ten (10) weeks of leave.

**12-Month Period:** The rolling twelve (12) month period is measured looking backward from the date leave begins. Employees cannot carry over unused paid medical leave from one 12-month period to the next.

**Use of Leave:** Eligible employees may use leave for any of the following purposes:

- To care for an immediate family member (spouse, child, or parent) with a serious health condition.
- Because of a serious health condition that makes the employee unable to perform their job.
- Leave under this policy cannot be used for elective procedures that do not qualify for FMLA.

**Notice and Scheduling:** All leave requests are subject to approval by the Company. Where foreseeable, employees must request leave as far in advance as possible, no later than thirty (30) days in advance. Where unforeseeable (such as in the case of an emergency), employees must request leave as soon as possible. All medical leave requests must be made to and documented by Human Resources. Employees may also be required to provide medical certification supporting their need for leave. Leave may be taken intermittently, as medically necessary.

**Benefit Continuation:** If you and/or your family participate in our group health plan, the Company will maintain coverage during your leave on the same terms as if you had continued to work. Normal deductions will be made from your pay for benefit premiums, to the extent allowed by law. Employees are responsible for payment of any benefit premiums not covered by their paycheck.

**Insurance and State Programs:** For employees who are in a state which offers state insurance or paid benefit programs for any of the qualifying reasons above, please see our Human Resources to receive additional information regarding coordination of this policy with those programs. In no event can an employee receive a combination of benefits under this policy and those separate benefits/insurance programs, more than 100% of their pay while on leave.

**Interaction with Other Leaves:** For employees who are eligible for FMLA, they will have any paid time off granted under this policy, run concurrent with FMLA leave.

Employees may not use a combined total of more than twelve (12) weeks of Paid Parental Leave or Medical Leave within a rolling twelve (12) month period. Beyond twelve (12) continuous weeks of paid leave, any planned time off requested upon return to work for time off within the next 30-day period will be unpaid.

**At the End of Employment:** Employees will not be paid for unused medical leave at the end of employment, unless otherwise required by law.

**Legacy Provision:** Legacy employees with MML balances will first apply all MML to extended medical time away. MML will be applied beginning Day #1 of the leave. Standard Medical leave procedures will follow once all MML has been exhausted, for up to a 12-week period. If an employee is out on an extended leave and is receiving other supplemental income (e.g., workman's compensation, etc.), the employee is not eligible to receive additional MML. MML has no cash value upon termination and will not be paid out.

#### **PAID PARENTAL LEAVE**

The Company provides eligible employees with up to six (6) weeks of paid parental leave following the birth of an employee's child or the placement of a child with an employee for adoption or foster care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn, newly adopted or newly placed child. This leave is available regardless of employee gender.

The Company generally offers benefits above and beyond what is required by law. This means that employees who are not eligible for leave under the Federal Family and Medical Leave Act (FMLA), may still be eligible for time off under this policy and should see the eligibility requirements below.

**Eligibility:** Eligible employees must be:

- Regular, non-commissioned full-time and part-time employees; and
- Have completed at least twelve (12) months of employment with the Company.

**Leave and Compensation Amount:** The Company provides up to six (6) weeks of paid parental leave in a rolling 12-month period following the birth or adoption of a child, at 100% of the employee's normal pay. Any time off provided in excess of six (6) weeks will be unpaid and subject to approval by the Company, unless otherwise required by law.

**12-Month Period:** The rolling twelve (12) month period is measured looking backward from the date leave begins. Employees cannot carry over unused leave from one 12-month period to the next.

If both parents work for the Company a combined total of twelve (12) weeks of paid leave will be provided for both caregivers during the 12-month period.

The fact that multiple birth, adoption, or placements occur (e.g., the birth of twins or adoption of siblings) does not increase the six-week maximum amount. Unless otherwise required by law, employees will not receive more than six (6) weeks of parental leave in a rolling 12-month period, regardless of the number of qualifying events occurring within that period.

**Use of Leave:** Eligible employees may use leave to care or bond with a newborn, newly adopted child, or newly placed foster child. Leave must be used within the six (6) month period following birth, adoption, or foster care placement. Unused leave will expire at the end of the six (6) month period, unless otherwise required by law.

**Notice and Scheduling:** All leave requests are subject to approval by the Company. Where foreseeable, employees must request leave as far in advance as possible, no later than thirty (30) days in advance. Where unforeseeable (such as in the case of an emergency), employees must request leave as soon as possible. Employees may also be required to provide documentation supporting their need for leave.

Leave may not be taken intermittently and must be used in one continuous period, unless otherwise required by law or approved by the Company.

**Benefit Continuation:** If you and/or your family participate in our group health plan, the Company will maintain coverage during your leave on the same terms as if you had continued to work. Normal deductions will be made from your pay for benefit premiums

to the extent allowed by law. Employees are responsible for payment of any benefit premiums not covered by the employee's paycheck.

**Insurance and State Programs:** For employees who are in a state which offers state insurance or paid benefit programs for any of the qualifying reasons above, please reach out to Human Resources to receive additional information regarding coordination of this policy with those programs. In no event can an employee receive a combination of benefits under this policy and those separate benefits/insurance programs, more than 100% of their pay while on leave.

**Interaction with Other Leaves:** For employees who are eligible for FMLA, they will have any paid time off granted under this policy, run concurrent with FMLA leave.

Employees may not use a combined total of more than twelve (12) weeks of Paid Parental Leave or Medical Leave within a rolling twelve (12) month period. Beyond twelve (12) continuous weeks of paid leave, any planned time off requested upon return to work for time off within the next 30-day period will be unpaid.

**At the End of Employment:** Employees will not be paid for unused Parental Leave at the end of employment.

## ***TIME AWAY FROM WORK***

### **CIVIC RESPONSIBILITIES**

We are pleased to assist you in the performance of your civic duties.

**Jury Duty:** If you receive a call to jury duty, please notify your manager immediately, no less than twenty-four (24) hours in advance of your need for leave, so that we can plan our work with as little disruption as possible.

For Flexible Time Off eligible employees (i.e., non-commissioned regular full-time and part-time employees), employees are required to use paid leave available under our FTO policies for jury duty purposes; the Company will make an exception to the normal FTO or FTU two (2) week maximum when leave is needed for jury duty; all mandated jury duty will be paid, regardless of length of court service dictated.

For non-Flexible Time Off eligible employees (i.e., commissioned, temporary, intern, and seasonal employees), jury duty leave is generally unpaid, unless otherwise required by law.

Employees with jury duty are required to provide their manager with a copy of their subpoena. Employees who are released from jury service before the end of their shift or who are not asked to serve on a jury panel are expected to call their manager as soon as possible and report to work, if requested.

**Court Attendance and Witness Duty:** The Company provides employees with necessary leave to prepare for and/or participate in court proceedings, when required by law. If you need leave for court attendance and/or are subpoenaed to appear as a witness, please notify your manager immediately.

For Flexible Time Off eligible employees (i.e., non-commissioned regular full-time and part-time employees), employees are required to use paid leave available under our FTO policies for leave under this policy.

For non-Flexible Time Off eligible employees (i.e., commissioned, temporary, intern, and seasonal employees), leave for court attendance and/or witness duty is generally unpaid, unless otherwise required by law or work-related.

Employees with witness duty may be required to provide their manager with a copy of the subpoena. Employees released from service before the end of their shift are expected to call their manager as soon as possible and report to work, if requested.

**Voting:** Our Company believes that every employee should have the opportunity to vote in any state or federal election, general primary, or special primary. Although polls are open most of the day, we realize that in some instances our employees are required to work overtime and may find that these hours are insufficient to get to the polls. If you have a problem in this regard, please let your manager know and we can make arrangements for you to have the necessary time to get to the polls.

Employees eligible for Flexible Time Off (i.e., non-commissioned regular full-time and part-time employees), are required to use any FTO available for voting leave purposes, unless otherwise required by law.

For non-Flexible Time Off eligible employees (i.e., commissioned, temporary, intern, and seasonal employees), time away from work for voting is unpaid, unless otherwise required by law.

### **FAMILY AND MEDICAL LEAVE ACT (FMLA)**

The Federal Family and Medical Leave Act (“FMLA”) provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave you may use is either twelve (12) or twenty-six (26) weeks within a twelve (12) month period, depending on the reason(s) for the leave.

**FMLA Questions or Concerns:** While our FMLA policy provides a great deal of information, FMLA still can be a confusing process. If you have questions or concerns about your eligibility for FMLA, or if you believe that your manager or Company contact is not properly handling FMLA, immediately report the question or concern to Human Resources.

**Employee Eligibility:** To be eligible for FMLA leave, you must:

1. Have worked at least twelve (12) months for the Company in the preceding seven (7) years (limited exceptions apply to the seven (7) year requirement); \*
2. Have worked at least one-thousand two hundred and fifty (1,250) hours for the Company over the preceding twelve (12) months; and
3. Currently work at, report to, or receive assignments from a location where there are at least fifty (50) employees within seventy-five (75) miles.

\*Note, the twelve (12) months an employee must have been employed by the Company need not be consecutive months, provided that employment periods prior to a break in service



of seven (7) years of more are not counted in determining whether the employee has been employed for at least twelve (12) months.

All periods of absence from work due to or necessitated by service in the Uniformed Services are counted in determining FMLA eligibility.

**Qualifying Events:** FMLA leave may be taken for the following reasons:

1. Birth of a child, or to care for a newly born child (up to twelve (12) weeks). Such time is available regardless of sex or gender.
2. Placement of a child with you for adoption or foster care (up to twelve (12) weeks); Such time is available regardless of sex or gender.
3. To care for an immediate family member (your spouse, child or parent) with a serious health condition (up to twelve (12) weeks).
4. Because of a serious health condition that makes you unable to perform your job (up to twelve (12) weeks).
5. To care for a covered service member with a serious injury or illness related to certain types of military service (up to twenty-six (26) weeks).
6. To handle certain qualifying exigencies arising out of the fact that your spouse, son, daughter, or parent is on covered active duty or call to covered activity duty status in the Uniformed Services (up to twelve (12) weeks).

The maximum amount of leave that may be taken in a twelve (12) month period for all reasons combined is twelve (12) weeks with one (1) exception. For leave to care for a covered service member, the maximum combined leave entitlement is twenty-six (26) weeks, with leaves for all other reasons constituting no more than twelve (12) of those twenty-six (26) weeks.

**Definitions:** A *Serious Health Condition* is an illness, injury, impairment, or physical or mental condition that involves either (i) an overnight stay in a medical care facility, or (ii) continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities for more than three (3) full calendar days. The continuing treatment requirement includes two (2) visits to a health care provider or one (1) visit to a health care provider combined with a continuing regimen of care. An incapacity caused by pregnancy or prenatal visits, a chronic condition

(such as asthma, diabetes or migraines) that continues over an extended period of time and requires periodic visits (at least two (2) per year) to a health care provider, permanent or long-term conditions requiring supervision but not active treatment by a health care provider, or absences due to multiple treatments ordered by a health care provider may also meet the definition of a Serious Health Condition.

**Identifying the 12 Month Period:** The Company measures the twelve (12) month period in which leave is taken by the “rolling” twelve (12) month method, measured backward from the date of any FMLA leave with one (1) exception. For leave to care for a covered service member, the Company calculates the twelve (12) month period beginning on the first day the eligible employee takes FMLA leave to care for a covered service member and ends twelve (12) months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within twelve (12) months of the birth or placement.

**Using Leave:** Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time) or by reducing the normal work schedule when medically necessary for the serious health condition of you or your immediate family member, or in the case of a covered service member, their injury or illness. Eligible employees may also take intermittent or reduced-schedule leave for military qualifying exigencies. Intermittent leave is not permitted for the birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the Company’s operations.

**Use of Paid Leave:** Depending on the purpose of your leave request, you may choose (or the Company may require you) to use accrued paid leave (subject to limitations in our paid leave policies), concurrently with some or all of your FMLA leave. To substitute paid leave for FMLA leave, an eligible employee must comply with the Company’s normal procedures for the applicable paid leave policy (e.g., call-in procedures, advance notice, etc.). Likewise, if during your FMLA leave, you receive disability benefits from a disability plan, workers compensation plan or other similar state or other plan, the Company may allow you to supplement such benefits with any paid leave available, to the extent allowed by applicable law and plan documents; however, the Company will not require you to supplement such benefits with paid leave.

**Maintenance of Health Benefits:** If you and/or your family participate in our group health plan, the Company will maintain coverage during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you and your family.

Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

**Notice and Medical Certification:** When seeking FMLA leave, you are required to provide:

1. Sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include: (1) you are unable to perform job functions; (2) a family member is unable to perform daily activities; (3) the need for hospitalization or continuing treatment by a health care provider; or (4) circumstances supporting the need for military family leave. You must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

If the need for leave is foreseeable, this information must be provided thirty (30) days in advance of the anticipated beginning date of the leave. If the need for leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with the Company's normal call-in procedures, absent unusual circumstances;

2. Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within fifteen (15) calendar days of the Company's request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline, up to and including immediate termination. Second or third medical opinions and periodic re-certifications may also be required;
3. Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
4. Medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition. The Company will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

**Employer Responsibilities:** The Company will inform you of pertinent information relating to FMLA leave.

***Eligibility.*** To the extent required by law, the Company will inform you whether you are eligible under the FMLA. Should you be eligible for FMLA leave, the Company will provide you with a notice that specifies any additional information required as well as your rights and responsibilities. If you are not eligible, the Company will provide a reason for the ineligibility.

***Qualifying Leave.*** The Company will also inform you if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against your leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will notify you.

**Job Restoration:** Upon returning from FMLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

**Failure To Return After FMLA Leave:** Any employee who fails to return to work as scheduled after FMLA leave or exceeds the twelve (12) week FMLA entitlement (or in the case of military caregiver leave, the twenty-six (26) week FMLA entitlement), will be subject to the Company's standard leave of absence and attendance policies. Failure to return may result in termination if you have no other Company-provided leave available that applies to your continued absence and the Company's obligation to maintain your group health plan benefits may end (subject to any applicable COBRA rights).

**Other Employment:** The Company generally prohibits you from holding other employment that is inconsistent with the need for leave. This policy remains in force during all leaves of absence including FMLA leave and may result in disciplinary action, up to and including immediate termination.

**Fraud:** Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including immediate termination.

**Employers' Compliance with FMLA and Employee's Enforcement Rights:** FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

While the Company encourages you to bring any concerns or complaints about compliance with FMLA to the attention of Human Resources, FMLA regulations require

us to advise you that you may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or bring a private lawsuit against an employer.

Further, FMLA does not affect any federal or state law prohibiting discrimination or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**Interaction with Other Leaves:** Where state or local laws provide leave for the same reasons in this policy, including for workplace illness or injuries covered by workers' compensation benefits, those leaves will run concurrent with FMLA to the greatest extent allowable by law.

### **MILITARY-RELATED FMLA LEAVE**

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two (2) forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

**Definitions:** A *covered service member* is either: (1) a current service member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the service member is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, or (2) a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A *covered veteran* is an individual who was discharged under conditions other than dishonorable during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

The FMLA definitions of *serious injury or illness* for current service members and veterans are distinct from the FMLA definition of *serious health condition*. For current service members, the term serious injury or illness means an injury or illness that was incurred by the member in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service that may render them medically unfit to perform the duties of their office, grade, rank or rating.

For covered veterans, this term means a serious injury or illness that was incurred in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service and manifested itself before or after the individual assumed veteran status, and is:

1. A continuation of a serious injury or illness that was incurred or aggravated when they were a member of the Armed Forces and rendered them unable to perform the duties of their office, grade, rank or rating;
2. A physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (“VASRD”) of fifty percent (50%) or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave;
3. A physical or mental condition that substantially impairs the veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or
4. An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

*Qualifying exigencies* include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

**Military Caregiver Leave:** Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. Military Caregiver Leave is a special leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave to care for a covered service member during a single twelve (12) month period.

To be eligible for Military Caregiver Leave, you must be a spouse, son, daughter, parent or next of kin of the covered service member. *Next of kin* means the nearest blood relative of the service member, other than the service member’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the service member has specifically designated, in writing, another blood relative as their nearest blood relative for purposes of Military Caregiver Leave. You must also meet all other eligibility standards as set forth within the FMLA Leave Policy.

An eligible employee may take up to twenty-six (26) work weeks of Military Caregiver Leave to care for a covered service member in a single twelve (12) month period. The

single twelve (12) month period begins on the first day leave is taken to care for a covered service member and ends twelve (12) months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If you do not exhaust your twenty-six (26) work weeks of Military Caregiver Leave during this single twelve (12) month period, the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each service member. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered service member, and/or for each and every serious injury or illness of the same covered service member. A total of no more than twenty-six (26) work weeks of Military Caregiver Leave, however, may be taken within any single 12-month period.

Within the single twelve (12) month period described above, an eligible employee may take a combined total of twenty-six (26) weeks of FMLA leave, including up to twelve (12) weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of yourself or close family member, or a qualifying exigency). For example, during the single twelve (12) month period, an eligible employee may take up to sixteen (16) weeks of FMLA leave to care for a covered service member when combined with up to ten (10) weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from you and/or the covered service member and completed by an authorized health care provider within fifteen (15) days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding your eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

**Qualifying Exigency Leave:** Eligible employees may take unpaid *Qualifying Exigency Leave* to tend to certain exigencies arising out of the covered active duty or call to covered active-duty status of a military member (i.e., your spouse, son, daughter, or parent). Up to twelve (12) weeks of Qualifying Exigency Leave is available in any twelve (12) month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of twenty-six (26) weeks of leave in a single twelve (12) month period.) Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed twelve (12) weeks in any twelve (12) month period (with the exception of Military Caregiver Leave as set forth above.) You must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include: active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States, pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

1. **Short-notice deployment:** To address any issue that arises out of short notice (within seven (7) days or less) of an impending call or order to covered active duty.
2. **Military events and related activities:** To attend any official military ceremony, program, or event related to covered active duty or call to covered active-duty status or to attend certain family support or assistance programs and informational briefings.
3. **Childcare and school activities:** To arrange for alternative childcare, to provide childcare on an urgent, immediate need basis, to enroll in or transfer to a new school or daycare facility; or to attend a meeting at the existing school or daycare facility.
4. **Financial and legal arrangements:** To make or update various financial or legal arrangements, or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
5. **Counseling:** To attend counseling (by someone other than a health care provider) for yourself, for the military member, or for a child or dependent, when necessary, as a result of duty under a call or order to covered active duty.
6. **Temporary rest and recuperation:** To spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to fifteen (15) calendar days of leave for each instance of rest and recuperation.
7. **Post-deployment activities:** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military



for a period of up to ninety (90) days following termination of the military member's active-duty status. This also encompasses leave to address issues that arise from the death of a military member while on active-duty status.

8. **Parental care:** To care for the military member's parent who is incapable of self-care. The parent must be the military member's biological, adoptive, step or foster father or mother, or any other individual who stood *in loco parentis* to the military member when the member was under eighteen (18) years of age.
9. **Mutually agreed leave:** Other events that arise from the military member's duty under a call or order to active duty, provided that the Company and you agree that such leave will qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the military member's active duty, rest and recuperation orders, or other military documentation indicating the appropriate military status and the dates of active-duty status, along with a statement setting forth the nature and details of the specific exigency. You also must submit the amount of leave needed and your relationship to the military member. All necessary documentation must be submitted to Human Resources within fifteen (15) days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

**Limited Nature of This Policy:** This policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by the FMLA. The Company may modify this or any other policy as necessary in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

**Failure To Return from Leave or To Comply with Company Policy:** You may be subject to immediate termination for:

1. Failing to return to work as scheduled following the end of a leave;
2. Providing false or misleading information or omitting certain information in connection with a leave;
3. Violation of any of the Company's rules and regulations relating to leave; or
4. Violation of any Company policy or performance standard.

**Workers' Compensation:** If you are away from work due to a workers' compensation injury or illness and are also eligible for FMLA, the two types of leave will run concurrently.

### **MILITARY LEAVE**

The Company fully supports our nation's military personnel. The Company allows you time off from work to fulfill military duties, consistent with applicable federal and state laws. You should notify Human Resources and provide the Company with a copy of the orders as soon as possible. We ask that you be sensitive to the Company's needs when scheduling military duty or training.

For regular non-commissioned employees, the Company will pay up to 80% of the employee's normal pay, less their pre-tax "basic pay" military wages. A copy of the military orders, and the Leave and Earnings Statement should be presented to Human Resources. For all other employees, military leave will be unpaid, unless otherwise required by law.

### **PERSONAL UNPAID TIME**

Subject to and in accordance with the requirements of federal and state laws, full-time regular employees who have completed their first year of employment may request unpaid personal leaves of absence for a period of up to thirty (30) days. A personal leave of absence without pay may be granted in an instance where unusual or unavoidable circumstances require absence from work. Personal Unpaid Time must also be used when seeking FTO leave in excess of two (2) weeks in one continuous period, for recurrent leave, for additional parental or medical leave beyond what our policies provide, once FTU is exhausted, etc.

If you are granted leave, you must comply with the terms and conditions of the leave, including keeping in touch with us during your leave, and giving us prompt notice if there is any change in your return date. This type of leave cannot be used in conjunction with any other leave, unless required by law. Where allowed by law, employees must exhaust any paid leave available before they are eligible to request unpaid leave under this policy.

Requests for Personal Unpaid Time must be made in writing at least two (2) weeks in advance and must fully explain the conditions that necessitate the leave. Each request will be considered on its own merit and with regard to the Company's ability to operate without you.

Subject to the terms of the particular benefit contract, during the leave you may continue your medical, dental, and life insurance, if prior to commencement of the leave, arrangements are made for payment of the total premium during the leave.

You must not accept any other employment or apply for unemployment insurance while you are on a leave of absence or continue any outside employment that is inconsistent with your need for leave. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment at the Company.

The granting of a leave of absence does not guarantee a position will be available upon your return. The Company endeavors, however, to place employees returning from leave in their former position, or in a position comparable in status and pay. If you refuse the offer of an alternate position, you will be considered to have resigned as the date of refusal.

Any employee who falsifies the reasons for requesting a leave will be automatically terminated from employment as of the date the leave commenced. An employee who fails to report to work on the first rescheduled day following expiration of a leave of absence will be considered to have resigned.

You should speak directly with our Human Resources prior to requesting leave, to ensure you understand all your obligations while on leave, such as periodic reporting and re-verification obligations. Failure to comply with the Company's policies may affect your ability to return to work.

#### **SABBATICAL LEAVE**

The Company provides paid, sabbatical leave to all regular long-time full- and part-time employees. Sabbatical leave is intended to promote a healthy balance between work and home and to encourage both personal and professional growth through an extended leave period.

Employees are eligible for Sabbatical Leave after completing fifteen (15) years of service, calculated from their adjusted rehire date. Any employee who leaves employment with the Company and is rehired within two (2) years, will be given credit for prior years of service in terms of sabbatical eligibility.

Leave should be used within five (5) years of an employee's eligibility date. An exception applies to employees hired through acquisition. If the years of service requirements are already met at the time of acquisition, acquired employees are ineligible to take sabbatical leave the first year immediately following the acquisition date; and instead, must wait until they have completed at least one (1) year of service for GreenState. Such employees can then schedule their Sabbatical within four (4) years of completing their initial year of employment with GreenState.

Employees will become eligible for a second Sabbatical Leave ten (10) years from the date their last Sabbatical Leave ends. Leave must be used within five (5) years of the employee's eligibility for a second Sabbatical Leave.

The maximum duration of any sabbatical leave is four (4) weeks. This leave is in addition to but cannot be used in conjunction or consecutively with paid holidays, FTO, FTU, Medical Leave, or Parental Leave.

Employees who have received a written warning during the ninety (90) days immediately preceding their sabbatical request or who are on progressive discipline, are not eligible to take Sabbatical Leave until the warning or plan has expired.

Sabbatical applications must be approved by an employee's immediate manager at least sixty (60) calendar days before leave is to begin and should be requested during a time that does not conflict with Company service needs; applications are located on the Company's benefits website. If appropriate notice is not given, the request may be delayed. While the Company intends to grant leave requests and uphold approvals for leave, it reserves the right to delay or cancel leave where business conditions require.

During the time an employee is out of the office, their duties will be disseminated to other department employees, at the direction of the immediate manager. Employees are not permitted to access email, voicemail, access any work systems, or complete any Company work during their leave. Departments will not be allowed to add temporary or seasonal employees to backfill the duties and responsibilities of an employee using the sabbatical. Each immediate manager reserves the right to designate blackout periods, based on business need.

### **Sabbatical Pay and Benefits**

- Full-time non-commissioned employees will be eligible for 100% of their base pay while on leave, based on a 40-hour work week.
- Part-time non-commissioned employees are paid based on average weekly hours worked over the past twelve (12) months immediately preceding leave, at their current pay rate (not exceeding hours per week).
- Commissioned employees are paid an average of four (4) weeks' pay based on the same four-week period the prior year.
- Employee incentive payouts while on sabbatical leave, will be subject to the terms and conditions of the incentive plan for which they are eligible.
- While on leave, current benefits will continue on the same terms and conditions as if the employee had continued to work.

There is no cash value to Sabbatical Leave. Accordingly, the Company does not pay for unused Sabbatical Leave, which is not taken within the periods prescribed above, nor does it pay for unused Sabbatical Leave at the end of employment, unless otherwise required by law.

### **STATE LEAVE LAWS**

Where a particular state gives you additional leave rights, we will comply with those laws. If you need time away from work for any reason, please check with Human Resources.

### ***INSURANCE, RETIREMENT, AND OTHER BENEFITS***

The Company offers a comprehensive benefits package for eligible employees and dependents. Eligible employees will receive Summary Plan Description booklets and other materials on the Company's benefit plans. Benefit offerings include, but are not limited to:

- Medical Insurance
- Dental Insurance
- Vision Insurance
- Health Savings Account (HSA)
- Dependent Flexible Spending Account
- Medical Flexible Spending Account
- Life Insurance and AD&D
- 401(K) Plan
- Long-Term Disability Insurance

The insurance contract or plan documents will prevail over other conflicting documents, including this Handbook. You may obtain additional information from Human Resources.

### **COBRA**

You, your spouse, and your dependents who participate in the Company's group health plan, may be eligible for eighteen (18) to thirty-six (36) months of benefits continuation. Eligibility for this benefit continuation under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") is triggered by a qualifying event such as a reduction in hours of employment, divorce, or termination for reasons other than gross misconduct, and is subject to policy terms and conditions and applicable legal guidelines.

Should you, your spouse, or your dependents covered under our group health plan become eligible for continuation coverage, you must indicate whether you elect to participate in this plan within a certain amount of time from the date of the qualifying event. Otherwise, your group health benefits will end. If you have any questions, please see Human Resources.

### **EMPLOYEE REFERRAL BONUS**

We are always looking for vibrant, passionate, energized, and loyal people with great attitudes. Please refer us to people you would love to work with and who you know will do a good job. You may be eligible for an employee referral bonus. Please see our full Incentive Policy on GreenSpace for additional information.

#### **TRAINING AND EDUCATIONAL ASSISTANCE**

The Company provides periodic in-house training programs for qualified employees. In addition, regular, full-time employees may be considered to attend training programs that will benefit the Company or enable them to improve their job proficiency. Advance approval from your manager is required before beginning any training program.

#### **WORKERS' COMPENSATION**

Workers' compensation is required by state law and is paid entirely by the Company. Workers' compensation protects you in the event of occupational injury or sickness. You must report any on-the-job accident as soon as reasonably possible, no matter how slight, to Human Resources.

#### **ADDITIONAL BENEFIT OFFERINGS**

The Company offers employees generous benefit offerings. Please log into our internal Benefits Portal for more details and a current list of all employee perks and discounts.

## COMPANY POLICIES AND PROCEDURES

This section of the Handbook discusses your responsibilities to the Company, your co-workers, our members and third parties who interact with our Company. Please thoroughly familiarize yourself with these policies and apply them in your work. Compliance with these policies will help ensure a more efficient, productive, and pleasant atmosphere for you, your co-workers, our members and third parties who interact with our Company.

### **BASIC WORK RULES**

This Company has certain policies and rules that govern the conduct and performance of its employees. Our most important rule is to use “good sense” at all times. We also have established some other basic work rules that should not be violated. Violation of these or similar rules may result in discipline, up to and including immediate termination.

**Breach of Confidentiality or Security:** Because of the nature of our work, we cannot tolerate any breaches of our security measures or of our confidential business relationships.

**Conflict of Interest:** You must not engage in activities that are or create a conflict of interest or the appearance of such a conflict. We prohibit you from transacting any business that competes with the Company. If you think that you may have such a conflict, you must notify Human Resources immediately. Conflicts of interest may include things like:

- Some outside employment;
- Financial interests with a member, vendor, suppliers or competitor;
- Exploiting your position, inside knowledge or Company access for personal gain;
- Unauthorized disclosure or use of proprietary Company information; and
- Unauthorized disclosure or use of information about members, vendors, or business partners.

Please see full Conflict of Interest Policy on the Knowledge Base.

**Company Premises:** For safety and security purposes, employees are generally only allowed on Company premises during scheduled working hours, unless otherwise authorized by their manager, or subject to any legal rights employees may have to the contrary. Please note that depending on your position, the Company may make exceptions to this policy.

**Damage to Property:** We have made a tremendous investment in our facilities and equipment to better serve our members and to make your job easier. Deliberate, reckless, or careless damage to Company property or our members’ property will not be tolerated. If

appropriate, damage to property will be reported to law enforcement agencies and may be deducted from the responsible employee's pay, to the extent allowed by law.

**Fighting, Threats, or Weapons:** We do not allow fighting or any other actions that could physically injure a member, fellow employee, or member of the public, regardless of where such words or actions occur. We also do not allow the possession of weapons of any kind in Company vehicles, in our facilities, or on your person at any time while you are working.

**Fraud, Dishonesty, or Maliciously False Statements:** Employees and applicants cannot maliciously falsify or make intentional misrepresentations of fact on or about any member documents, employment applications, resume, document establishing identity or work status, medical record, insurance form, invoice, paperwork, timesheet, timecard, expense report, or any other document. If you observe or are aware of such a violation, please report it to Human Resources.

**Gambling:** You may not engage in any form of gambling on Company systems, Company premises or Company time.

**Lawful Directions:** We all have duties to perform and everyone, including your manager, must follow directions from someone. You must not refuse to follow the lawful directions of a manager or member of management. If you have any concerns about following the lawful instruction of your manager, you should raise that concern with another member of management.

**Misuse of Property:** You may not misuse or use without authorization, any equipment, vehicle or other property of members, vendors, other employees, or the Company.

**Poor Performance:** We expect all employees to make every effort to learn their job and to perform at a satisfactory level. Employees who fail to maintain a satisfactory level of performance are subject to discipline, up to and including immediate termination.

**Professionalism:** We expect our employees to act with professionalism towards members when representing GreenState or affiliates and to assist us in maintaining excellent quality of services to our members.

**Sleeping or Inattention:** To protect the safety of all employees and to properly serve our members, everyone needs to be fully alert while on the job. We cannot tolerate sleeping or inattention on the job.



**Solicitation or Distribution:** In the interest of maintaining productivity and a proper business environment, you may not solicit or distribute literature or other materials during the working time of any employee involved. You may not distribute literature or other material in working areas, at any time, whether or not you are on working time. For just some examples, non-working time would be lunch or breaks, and a non-working area would be the break room.

**Theft:** Our society has laws against theft and so do we. Stealing or attempting to steal Company property or property belonging to others is strictly prohibited. To protect you, your co-workers, and the Company, we may inspect all purses, briefcases, packages, lockers, toolboxes, desks, cabinets, Company vehicles, and any other containers or items on Company property, unless otherwise limited by law. If you wish to remove any Company property from the premises, you must obtain written permission in advance from Human Resources.

**Unlawful Activity:** You should not engage in any unlawful activity, including but not limited to activity either on Company property, a job site, or off the job.

**Unsafe Work Practices:** We are committed to providing a safe place for you to work, and we have established a safety program to ensure that everyone understands the importance of safety. This program requires all of us to exercise good judgment and common sense in our day-to-day work. Horseplay and practical jokes can cause accidents and injuries, and therefore, are prohibited.

**Violation of these or similar rules may lead to discipline, up to and including immediate termination.**

Obviously, this list is not all inclusive and there may be other circumstances for which you may be disciplined or terminated. If you have any questions about these rules, or what we expect of our employees, please discuss them with Human Resources.

Nothing in these Basic Work Rules or Handbook is intended to unlawfully restrict your right to engage in any of the rights guaranteed by Section 7 of the National Labor Relations Act, including, but not limited to the right to engage in concerted activity for the purposes of mutual aid and/or protection. Nothing in this Handbook will be interpreted, applied, or enforced to interfere with, restrain or coerce you in the exercise of your Section 7 rights.

### **CODE OF ETHICS**

The Company's Code of Ethics is designed to promote a responsible and ethical work environment and applies to all employees, directors, and volunteers. Managers, employees, and

directors are expected to exhibit individual leadership as role models for maintaining the highest standards of ethical conduct and creating a culture of open and honest communication. Our reputation is a valuable asset, and we must continually earn the trust, confidence and respect of our members and community. You should always be guided by basic honesty and good judgment and be sensitive to others' perceptions and interpretations.

Employees may report any violation of our Code of Ethics, including but not limited to dishonesty, fraud, and/or illegal conduct, without fear of retaliation. Please see our complete Code of Ethics policy on our internal portal for additional information. If you have any questions about our policy, consult your manager or another member of management. Exceptions to this policy may be made only by the Board of Directors.

### **JOB RESPONSIBILITIES**

To best serve our members, we expect and require you to do a variety of tasks from day-to-day. Where possible, we attempt to cross-train you so that you can perform as many tasks as possible. This practice allows us to achieve maximum efficiency.

Whenever member service needs require us to assign you to a new task, either temporarily or permanently, we will provide additional training, if necessary.

From time-to-time, we may publish lists of tasks to be performed by you as part of your job. These lists are only guidelines intended to facilitate communications with you and should not be viewed as an exhaustive listing of a particular employee's job requirements.

All of our employees are responsible for compliance with the various federal, state, or local laws that apply to and regulate their job duties.

The Company likes to promote and fill open positions from within when possible. If you are interested in a different position within the Company, be sure to let Human Resources know well in advance. You must complete an application for the open position in order to be considered. However, you do not need to wait for an opening to share your interest in a different position with us.

### **OUTSIDE EMPLOYMENT**

The Company considers other employment or "moonlighting" impractical given full-time duties here. You should be careful that extra hours of work do not affect the safe performance of your regular job by leaving you tired and slow to react. Likewise, you may not perform any work for another company or venture during working time. You must notify Human Resources of any second job or outside employment. Outside employment must be disclosed as it may result

in a conflict of interest with your work. Employees on a leave of absence from the Company generally may not hold other employment, inconsistent with their need for leave.

### **TIMEKEEPING PROCEDURES**

Unless otherwise notified, each employee is required to record their hours of work for the Company in ADP. This includes all hours worked for the Company, regardless of whether it is performed at the worksite or remotely. Accurately recording all of your time is required to be sure that you are paid for all hours worked. You are expected to follow the established procedures in keeping an accurate record of your hours worked. Time must be recorded as follows:

- Immediately before starting work in the morning.
- Immediately after finishing work before lunch.
- Immediately before resuming work after lunch.
- Immediately after finishing work in the evening.
- Immediately before and after any other time away from work.

Additionally, when applicable, you must record any other non-working time (except breaks) such as time away from the Company for errands, doctor appointments, etc.

Submission of electronic timecards signifies approval and validation of the entries made and certifies that the hours reported are an accurate and complete representation of actual hours worked and/or time off taken for the month. Submitting inaccurate or incomplete timecards can result in corrective action up to and including immediate termination of employment. A sample of employee timesheets may be randomly audited to ensure that proper clocking methods are being followed.

Under no circumstances may you record another employee's timecard or ask another employee to record your timecard. Recording another employee's timecard or asking another non-management employee to record your time may result in discipline, up to and including immediate termination. Please understand that no manager is authorized to instruct you to work "off the clock." Off-the-clock work is strictly prohibited. You should immediately report any manager's instruction to do so to Human Resources.

### **ABSENTEEISM AND TARDINESS**

Each of our employees plays an important role in getting the day's work done. Absenteeism or tardiness, even for good reasons, interferes with our ability to operate and to satisfy our members' needs. Therefore, any absenteeism, tardiness, or failure to follow the

attendance policy procedures may result in discipline, up to and including immediate termination as well as possible denial of employment benefits.

If you are going to be late or absent from work for any reason, you must personally notify your manager, following their absence protocol procedures, as far in advance as possible, no later than one (1) hour before the start of your shift, so that proper arrangements can be made to handle your work during your absence. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, you are expected to notify your manager as soon as possible. Failure to notify your manager may result in immediate termination. If you are absent for more than one (1) day, you must call in for each day of absence unless you have been approved for a leave of absence. All employees are expected to report to work on time, and as scheduled.

Continuous absences of 3 days or greater due to personal illness will require a doctor's note prior to return to work unless otherwise required by state or local jurisdiction. The Company will maintain any documents or information provided in connection with PSL as confidential to the extent required by law.

Failure to report to work for three (3) consecutive scheduled workdays without notifying the Company ("no call, no show") will generally constitute job abandonment and may result in immediate termination.

### **OVERTIME**

The Company may periodically schedule overtime work or weekend work to meet our business needs. We will attempt to give you advance notice, if possible. We expect that all employees who are scheduled to work overtime or who are called out to work on a special project or for special hours will be at work, unless specifically excused by management. Failure to report for scheduled work hours may result in discipline, up to and including immediate termination.

**Overtime Hours:** All hours worked in excess of forty (40) hours in a work week are overtime hours. For purposes of calculating overtime hours, our work week starts on Saturday at 12:00 midnight and runs through Friday at 11:59 p.m.; only actual hours worked will be counted. Any type of time off (including paid time off) is not counted as hours worked for purposes of calculating overtime hours. If a state or other jurisdiction requires overtime hours to be calculated in a different manner, we will comply with applicable law.

**Overtime Compensation:** Overtime compensation varies depending on your pay plan, job duties, the state in which you work, and other regulatory factors. For example, our exempt employees paid on a salary basis, normally do not receive extra pay for overtime hours. Their employee pay is intended to compensate for all hours worked, regardless of whether under or over forty (40) hours per week. Likewise, certain other employees not

paid on a salary basis are exempt from overtime premium pay, so we pay those employees straight-time pay for overtime hours. Our non-exempt employees paid on an hourly basis receive straight-time pay plus half-time pay (the time-and-one-half rate) for overtime hours. In any event, all overtime work will be paid properly and in compliance with applicable law.

Some non-exempt employees are paid on a salary-plus-overtime basis. These employees' weekly-equivalent salaries are intended to compensate them all of their hours worked in a work week – not just forty (40) hours, or their scheduled or normal hours, or any other particular number of hours. How their overtime premium is computed is described in more detail in their pay plans.

**Overtime Approval:** All employees (other than exempt employees paid on a salary basis) must receive approval from the their manager prior to performing overtime work, or they may be subject to disciplinary action, up to and including immediate termination.

## **TRAVEL TIME**

Travel time to and from an employee's home office is not generally considered working time. Travel time away from an employee's residence to locations other than the employee's home office is paid working time; this includes reporting to a different Company location/branch, attending conferences or seminars, etc. Travel time is considered any time you are engaged in travel for work related purposes (what is generally NOT included, is time spent disengaged from travel). This time is not only hours worked on regular workdays, but also on non-workdays (Saturday and Sunday) and outside of standard work hours. Exempt employee salaries are intended to compensate such employee for all hours worked, including travel time; no additional compensation will be provided to exempt employees.

**Travel That is All in a Day's Work:** Travel time between offices or for other credit union business (e.g., picking up supplies, business meetings) during the workday is paid work time. If an employee reports to one location and is then asked to travel to a different location(s), the time spent traveling directly from branch to branch is paid work time. If a non-exempt employee stops for personal business (lunch, etc.) the time spent conducting personal business is not paid work time.

**Community Service:** Travel time and time spent volunteering at a credit union sponsored or approved community service event is paid for employees who participate in event during standard work hours. Non-exempt employees volunteering to participate in credit union sponsored community service outside of standard work schedules is not paid.

## **REMOTE WORK**

Remote work is a work arrangement that allows the employee to perform work, during any part of their regular, paid hours, at an approved alternate worksite (e.g., home and/or GreenState location). Remote work locations/alternate worksites outside the state of Iowa or Illinois require additional review and approval of the pending remote work agreement by Human Resources and require a minimum of 30-day notice for this review. The Company, in its sole discretion, will determine whether to grant or deny such work arrangement or alternative worksite.

Remote work is not a formal, universal employee benefit or entitlement. The Company has the right to refuse to make remote working available to an employee and to terminate a remote work arrangement at any time unless applicable law provides otherwise.

**Eligibility:** Employees will be selected/approved for remote work based on the suitability of their jobs, likelihood of their being successful as remote workers, and an evaluation of their

manager's ability to supervise remote workers. Each department management will make its own selections in consultation with Human Resources.

**Rules and Other Company Policies:** While working remote, employees must adhere to the policies in our Employee Handbook. All Company policies around conduct, confidentiality, time off, harassment, discrimination, etc. continue to apply, regardless of location. Disciplinary actions will follow policy violations of any kind.

**Compensation and Work Hours:** The employee's compensation, benefits, work status and work responsibilities will not change due to participation in the remote work program.

The amount of time the employee is expected to work per day or pay period will not change as a result of working remotely. Employees must follow the work schedules provided to them, be sure to meet deadlines, and uphold high-quality standards.

Hourly, non-exempt employees will still need to accurately record all hours worked and submit to their manager. Their manager will provide approval for overtime.

**Equipment and Tools:** On a case-by-case basis the Company will determine, with information supplied by the manager, the appropriate equipment needs. The Company may provide a computer, software, monitor, keyboard, mouse, or phone (depending on role may be a desk or soft phone). Additional equipment may be provided in order for the employee to perform their current duties as deemed necessary.

The employee is generally responsible for the security and maintenance of any tools and equipment provided. Employees assume responsibility for damage or loss to Company equipment suffered while under the employee's custody or control and may be required to reimburse the Company for any loss or damage incurred while under their custody or control. Employees must report any need for repairs or updates to Company equipment immediately. The Company will provide for repairs to its equipment.

The use of equipment, software and data supplies when provided by the Company for use at a remote work location, is limited to authorized persons and for purposes relating to Company business. It is not for use by other household members.

Employees are responsible for providing high speed internet, electricity, office furnishings (e.g., desks, chairs, file cabinets, lighting, etc.), at their own expense, unless otherwise required by law. The standard for high-speed internet is services that offer download speeds of 25 Mbps or faster. With this definition, high-speed internet may be provided by DSL, cable, satellite, wireless, or fiber-optic technology. Likewise, the employee is responsible for maintenance and repair of their own equipment.

**Workspace:** The employee must designate a workspace within the approved remote work location for placement and installation of equipment to be used while working remotely. The Company will not be responsible for costs associated with the setup of the employees' home office, such as remodeling, furniture, lighting, nor for repairs or modifications of the home office space.

The employee must maintain their workspace in a safe condition, free from hazards and other dangers to the employee and equipment. The Company must approve the site chosen as the employee's remote workspace.

The Company has the right to make on-site visits (with 48 hours advance notice) to the employee's remote location for purposes of determining that the site is safe and free from hazards, and to maintain, repair, inspect, or retrieve Company-owned equipment, software, data, or supplies.

Any Company materials taken home, should be kept in the designated work area at home and not be made accessible to others. Please remember that all materials remain subject to our confidentiality policy.

**Security:** Consistent with the organization's expectations of information security for employees working at the office, employees who work remotely are expected to ensure the protections of proprietary Company and member information accessible from their home office. While working remotely, employees need to be extra vigilant regarding security of information and devices.

- Protecting devices from unauthorized access by storing them securely when not in use.
- Not sharing Company owned devices or your login and password information with household members.
- Saving all content to the network, not their desktop (information saved to the desktop is not securely stored and protected).
- Employees are prohibited from printing documents or records from their remote work location, unless they are printing from a GreenState.
- Keeping equipment password protected, following all data encryption and protection standards including the use of locked file cabinets and desk, regular password maintenance, and any other measures appropriate for the job and environment.



**Safety, Insurance, and Liability:** Employees engaging in remote work will still receive full Company benefits, including health insurance and worker's compensation, where eligible.

Employees are responsible for notifying the Company of any injuries occurring in their approved workspace during working time, as soon as practicable. The employee is liable for any injuries sustained by visitors in their workspace or home.

Only equipment owned by the Company and on loan to the employee is covered by the Company's chosen insurer. All other equipment is to be covered by the employee's personal insurance provider.

**Dependent Care:** Remote work is not a substitute for dependent care. Someone other than the employee must be available to care for children under the age of twelve (12) and elderly dependent individuals, while the employee is working from home. During working time, we expect an employee's full attention on providing quality services and work products.

**Taxes and Other Legal Implications:** The employee must determine any tax or legal implications under IRS, state, and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee. The Company will not provide tax guidance, nor will the Company assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.

**Communication:** Employees must be available by phone and email during their team core hours. Remote workers may be required to attend in-person meetings, and other meetings deemed necessary by management.

#### **PREDICTIVE INDEX ASSESSMENTS**

We like to play to our strengths, which also include yours. We also want to make sure to understand how to best make our team work together. As part of your initial hire process, you may have been given a copy of the Predictive Index Assessment. The results of this assessment are provided to you at the start of employment. Additionally, a copy of this assessment is available to the entire team, so that we can continue to understand how to best utilize talents.

#### **SUMMARY OF EMPLOYEE ACCOUNTS POLICY**

Our employees are held to a higher standard of accountability than the average member regarding their financial affairs because of their position of trust in handling members' funds and access to financial information. Policy violations will result in corrective action up to and including account restrictions, account closure and/or termination of employment. See Policy MA-420 for

a full copy of the Company's Employee Accounts Policy to review your responsibilities. General overview:

- Under no circumstances are employees to perform transactions, open share products, instant issue debit or credit cards (even if the card record is already created) or originate loan products on their own account(s) or a relative's account.
- When completing transactions for co-workers, employees should only conduct transactional activity that would normally be performed for members in the course of completing daily duties. If employees do not normally conduct a certain type of transaction for the membership, it should not be completed for a co-worker.
- Each employee will be automatically approved for a \$500 E-Z Access Line of Credit to be used as overdraft protection. If an E-Z Access Line of Credit greater than \$500 is desired, standard underwriting guidelines will apply.
- An overdraft resulting in a returned item will not be tolerated on employees' checking or savings accounts and could be considered as an unapproved loan or misappropriation of funds which would violate applicable law.
- The credit union will not "hold" a check or make any special clearing arrangement. Additionally, the credit union will not tolerate the return for nonpayment due to insufficient funds of a check drawn on an employee's account at another financial institution. The depositing of checks among bank accounts with the purpose of inflating balances is considered "kiting." An employee found to be kiting is not bondable.
- Except under extraordinary circumstances past due employee loan accounts, including credit cards are not acceptable. Employees experiencing difficulties are encouraged to proactively contact the Account Resolutions prior to their loan or credit card account becoming excessively delinquent.

## ***COMMUNICATION INFORMATION***

### **BULLETIN BOARDS**

The Company may maintain a bulletin board(s), internal message board(s) and/or internal webpages (such as Viva Engage and GreenSpace) as an important information source used solely for Company announcements and government postings. Information posted to these boards should be professional and should not violate any of the policies contained in this handbook.

### **BUSINESS RECORDS**

The Company and its employees maintain various types of written and electronic records related to the Company's business. All such records maintained on the Company's premises and in the Company's systems are considered to be Company property, and thus, are subject to review or inspection by the Company at any time without further advance notice.

### **PERSONNEL RECORDS**

The Company maintains a personnel file for each employee. It is important to keep your personnel records up-to-date to ensure the Company has the ability to contact you and to ensure that the appropriate benefits are available, including but not limited to legal name, marital status, address, phone number, number of dependents, tax information, immigration status, military status, etc. For questions regarding employee access to their personnel file(s), please contact Human Resources.

### **CONFIDENTIAL INFORMATION**

You may, by virtue of your employment with the Company, obtain access to sensitive, confidential, restricted, and proprietary information about the Company that is not generally known or made available to the public or competitors. The Company has made reasonable efforts to keep certain information confidential, including, but not limited to financial records, member or vendor records and files, referral or mailing lists, credit card numbers, and similar proprietary information, whether stored electronically or in paper format.

Such confidential information must be used solely by you in the performance of your job duties for the Company and must not be used in any other manner whatsoever during your employment. You will not, without the prior written consent of the Company, use, disclose, divulge, or publish to others any such confidential information acquired in the course of your employment. Do not discuss confidential and proprietary information in public spaces. We also expect your cooperation in helping to avoid inadvertent disclosure of confidential and proprietary information to visitors and third-parties. Such confidential information is the

exclusive property of the Company, and under no circumstances whatsoever will you have any rights to use, disclose or publish to others such confidential information, subsequent to the termination of your employment. This prohibition expressly includes such information in electronic form.

**Unauthorized use or disclosure of confidential information may result in discipline, up to and including immediate termination, prosecution, or other available action.**

Upon termination, you must immediately deliver to the Company any and all confidential information, whether stored electronically or in paper format, including, but not limited to all copies of such documents prepared or produced in connection with your employment with the Company that pertain to the Company's business or your services for the Company, whether made or compiled by you or furnished to you in connection with such services to the Company. In addition, at termination, you must return all of the Company's non-confidential property, documents, or electronic information.

This policy does not limit the common law and statutory rights of the Company. Likewise, this policy does not limit (and will not be enforced so as to limit) your rights to discuss your wages, hours, and other terms and conditions of employment with others.

## **TECHNOLOGY AND ELECTRONIC COMMUNICATIONS**

Our IT Department will provide you with detailed information regarding use of Company systems and equipment, and electronic communications, separate from this Handbook. All use of our systems and equipment must be in keeping with the policies in this Handbook and any other Company policies provided separate from this Handbook.

Please note that our systems and any electronic communications submitted via our systems and networks are accessible to the Company at all times, including periodic unannounced inspections. They may be subject to use, access, monitoring, review, recording and disclosure without further notice. Your communications on our system are not confidential or private. Even deleted items or history may be retrieved.

Further, employees cannot use their personal cell phones to circumvent our policies. Please note that our systems include Company servers, wi-fi, and internet routers. Employees are prohibited from using and/or accessing our systems to enable use of their personal cell phones in violation of Company policies. For example, employees are prohibited from using our systems to download and/or view sexually explicit material and/or derogatory material while at work.

### **SOCIAL MEDIA**

Social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers. However, use of social media also presents certain risks and carries with it certain responsibilities. You may think that when you're at home, on your own time, you're making a comment online only to family or friends. But, as countless examples have shown, that may not be true. Other people – like competitors, prospects, and colleagues – may also see what you post since material can be forwarded or the privacy settings on sites may change.

To assist you in making responsible decisions about your personal use of lawful social media, we have established the following guidelines for appropriate use of social media. *Social media* includes all means of communicating or posting information or content of any sort on the internet. This includes to your own or someone else's blog, wiki or personal website, social media platforms such as Facebook, Twitter, Instagram, YouTube, TikTok and LinkedIn, online forums or chat rooms, and apps, whether or not associated or affiliated with the Company, as well as any other form of electronic communications.

The same principles and guidelines found in the Company's policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider the risks and rewards that are involved. Keep in mind that any conduct that adversely affects your job performance, the performance of fellow co-workers or otherwise

adversely affects members, vendors, suppliers, or third parties who work on behalf of the Company or its legitimate business interests, may result in disciplinary action, up to and including immediate termination.

**Know and Follow the Rules:** Carefully read these guidelines and our Confidential Information, Equal Employment Opportunity, and Electronic Communications policies, along with our Policy Against Unlawful Discrimination, Harassment, and Retaliation, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, retaliation, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action, up to and including immediate termination. Likewise, postings demonstrating a clear violation of Company policies and procedures, such as not working during work time or demonstrating intentional dishonesty, may also subject you to disciplinary action, up to and including immediate termination.

**Be Thoughtful:** Always be fair and courteous to fellow co-workers, members, vendors, suppliers or third parties who work on behalf of the Company. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by using our Problem-Solving Procedure, rather than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparages members, co-workers, vendors, suppliers or third parties that work on behalf of the Company or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, age, gender, national origin, color, disability, religion or any other status protected by federal, state, or local law or Company policy.

**Be Honest and Accurate:** Make sure you are always truthful and accurate when posting information or news. If you make a mistake, correct it quickly. Be open about any previous posts you have altered. Use privacy settings when appropriate. Remember that the Internet archives almost everything, therefore, even deleted postings can be searched. The Internet is immediate – nothing that is posted ever truly expires. Never post any information or rumors that you know to be false.

**Public and Private Accounts:** Remember that posts made on public-facing accounts, can also be viewed by the Company. Avoid posts on public accounts that you would not want third parties (such as the Company, colleagues, and competitors) to see. Use privacy settings when appropriate. Be mindful that posts can often be forwarded, downloaded, or screen-shotted, and that from time to time, privacy settings may change. Know that the Internet archives almost everything, therefore, even deleted postings can be searched. The

internet is immediate – nothing that is posted ever truly expires. Never post any information or rumors that you know to be false.

**Maintain Confidentiality:** Follow the Company’s data protection policies. Maintain the confidentiality of the Company’s trade secrets and proprietary or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports or other internal business-related confidential communications.

**Properly Identify Yourself:** Do not create a link from your blog, website, or other social networking site to the Company’s website without identifying yourself as an employee.

**You Are Not Authorized to Speak on Behalf of the Company:** You are not authorized to speak on behalf of the Company. Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company, members, vendors, suppliers or third parties who work on behalf of the Company. If you do publish a blog or post online comments related to the work you do or subjects associated with the Company, make it clear that you are not speaking on behalf of the Company. It is best to include a disclaimer such as, “The postings on this site are my own and do not necessarily reflect the views of the Company.”

You should not speak to the media on the Company’s behalf but should direct all media inquiries seeking a response on behalf of the Company to our Chief Marketing Officer. Then, the Company will designate a spokesperson to respond to the media on the Company’s behalf, so that no misinformation is provided.

**Using Social Media During Working Hours:** You should not use social media while on working time or while using equipment we provide, unless it is work related as authorized by your manager, or other member of management, or consistent with the Electronic Communications Policy.

**Violations:** You are encouraged to report violations of this policy. The Company prohibits retaliation against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another co-worker for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including immediate termination. If you have questions or need further guidance, please contact Human Resources.

## **CONTACT WITH GOVERNMENTAL AGENCIES**

Anyone who is contacted by a representative of a governmental agency or unit, including a process server, should not accept any document on behalf of the Company and should not answer any questions on behalf of the Company. The government representative should instead, be referred to the Company's Chief People Officer. This includes preservation letters and written notices from opposing counsel, pre-litigation demands and agreements with opposing parties and counsel, etc.

The purpose of this policy is to ensure that Company management receives all information pertaining to the Company at the earliest date possible, so it may fulfill any obligation imposed upon it by law or regulation. This policy is not intended to prohibit any employee's cooperation with a government investigation, or rights provided to them by law.

## ***PROTECTING PEOPLE AND PROPERTY***

### **SAFETY**

The health and well-being of our employees are foremost among our concerns. You must follow common-sense safety practices. All employees are required to adhere completely to all Company and OSHA safety requirements, as well as state and federal health and safety laws and insurance company requirements. Failure to comply with safety requirements will result in discipline, up to and including immediate termination.

You must also correct or report any unsafe condition, defective or malfunctioning tool or equipment to your manager. All employees must cooperate with the Company in maintaining safe working conditions. If you are injured or become sick at work, no matter how slight, you must inform your manager as soon as reasonably possible. Also, notify your manager of any emergency situation. Basic safety rules include:

1. Do not remove guards or other safety devices, except pursuant to proper maintenance and repair guidelines – never operate equipment without required grounding.
2. Promptly report all hazardous conditions, broken equipment, or unsafe practices to your manager.
3. Wear a seat belt when in a Company vehicle.
4. Use personal protective equipment (PPE) when required.
5. Report all accidents immediately to your manager.
6. Refrain from horseplay and practical jokes.



In the event of a public health emergency, the Company may add, modify, or suspend its policies in accordance with applicable law and guidance from local health authorities. To the extent applicable, the Company will provide you with information on any such policies separate from this Handbook. Likewise, where required by law, the Company will provide you with any additional safety-related policies, programs, or plans separate from this Handbook.

The Company will not retaliate or discriminate against an employee for reporting a safety concern or violation of health and safety laws in accordance with this policy.

### **INSPECTION OF WORK AREA**

You are reminded that permission to bring items, such as bags, purses, briefcases, lunch boxes, and other personal items, onto Company property is conditioned on agreeing to inspection by the Company upon request. The Company may search, without further advance notice, desks, cabinets, toolboxes, and vehicles brought onto Company property, or any other property on Company premises or in Company vehicles. Failure to cooperate may result in disciplinary action, up to and including immediate termination.

### **SOCIAL SECURITY NUMBER PRIVACY AND PROTECTION OF PERSONAL INFORMATION**

To ensure to the extent practicable the confidentiality of our employees' and applicants' Social Security Numbers (SSNs) and confidential personal information, no employee may acquire, disclose, transfer, or unlawfully use the SSN or personal information of any employee except in accordance with Company policy. The release of employee SSNs, driver's license numbers, or financial account numbers to external parties is prohibited, except where required by law. Internal access to employee SSNs, driver's license numbers, or financial account numbers is restricted to employees with a legitimate business need for the information.

Except where permitted by applicable law, the Company will not:

- Publicly display all or more than four (4) sequential digits of an employee's SSN.
- Use all or more than four (4) sequential digits of an employee's SSN as the primary account number for an individual.
- Visibly print all or more than four (4) sequential digits of an employee's SSN on any identification badge or card. Require an individual to use or transmit all or more than four (4) sequential digits of their SSN to gain access to an internet web site, or computer system, or network unless the connection is secure, the transmission is encrypted, or a password, or unique PIN is also required to gain access.

- Include all or more than four (4) sequential digits of an employee’s SSN in or on any document or information mailed or otherwise sent to an individual if it is visible on or without manipulation from outside the envelope or packaging.
- Include all or more than four (4) sequential digits of an employee’s SSN in any document or information mailed to a person, organization, or entity, unless:
  - The document is mailed in a manner or for a purpose consistent with HIPAA, the Michigan Insurance Code or the federal Financial Services Modernization Act;
  - State or federal rule, law, or regulation requires that the SSN appear on the document;
  - The document is sent as part of an application or enrollment process initiated by the employee;
  - The document or information is sent to establish, confirm the status of, service, amend, or terminate an account, contract, policy, employee or health insurance benefit, or to confirm the accuracy of the SSN of an employee who has an account, contract, policy, employee or health insurance benefit with the Company; or
  - The document or information is mailed by or at the request of the individual whose SSN appears in the document or information, or their parent or legal guardian.

**Authorized Actions:** It is not a violation of this policy to use all or more than four (4) sequential digits of an individual’s SSN for administrative purposes in the ordinary course of business to: (1) verify an individual’s identity; (2) investigate an individual’s claim, or their credit, criminal or driving history; (3) detect, prevent or deter identity theft or another crime; (4) lawfully pursue or enforce the Company’s legal rights; or (5) provide or administer employee or health insurance or membership benefits, claims, or retirement programs, or to administer the ownership of other investments.

**Limited Access:** Access to documents and information containing employee SSNs will be limited to those persons who have a legitimate business or medical need to know the information on the document or information containing the SSN. If an employee improperly comes into contact with a document and/or information containing an individual’s SSN, the employee must report it to their manager. Failure to make such report may result in disciplinary action up to and including immediate termination. If an employee has any questions as to whether they should have access to documents and/or information containing SSNs, the employee should contact Human Resources.

**Proper Disposal:** Employees, agents, and vendors of the Company who have access to paper documents containing SSNs must either shred those documents when discarding them,

or place the documents in a locked trash bin, then contents of which will be shredded on a regular basis. Likewise, employees, agents, and vendors of the Company who have access to electronic documents containing SSNs must promptly delete those documents when discarding them. Prior to disposing of any computer or other equipment that contains employee's SSNs in electronic form, the SSN must be rendered irretrievable.

**Penalties:** Any employee who violates the privacy provisions of this policy will be subject to disciplinary action, up to and including immediate termination of employment, at the Company's sole discretion. This policy will not be enforced to prevent employees from discussing their wages or other terms of employment with each other or with third parties.

Where this policy and its related operating procedures may conflict with state law, the state law will supersede this policy.

#### **PARKING LOTS AND ROADWAYS**

We ask that all employees park their vehicles in the areas designated for employee parking. You may not park in areas marked for visitors, handicap (without a valid permit), non-parking, and non-authorized places. Employees found parking in a restricted area will be subject to disciplinary action and being towed. If you have any questions as to where you should park, please ask Facilities or the Branch Manager.

Company roadways and parking lots are considered as much a part of the Company complex as the inside of a building, and you are subject to all Company rules in Company roadways and parking lots, including safety.

#### **REPORTING ACCIDENTS AND HAZARDS**

All accidents – including those which do not involve serious injury and those involving members or any other third parties on our premises – must be reported to your manager as soon as reasonably possible. Immediately report any unsafe conditions, defective tools or equipment, or other hazards to our Facilities representative. You are expected to assist the Company in maintaining safe working conditions.

#### **SEVERE WEATHER, UNFORESEEN CIRCUMSTANCES, AND COMPANY CLOSURES**

In the event of severe weather, you should make every reasonable effort to report to work, unless your personal safety or the safety of your family is at risk. If you are not able to report to work, you must follow the normal call-in procedures to report your absence. Non-

exempt employees will not be paid for absences caused by severe weather where the Company remains open but may use any FTO/FTU available.

In the rare circumstance that extreme weather or natural disaster causes the Company to close, we will attempt to notify you of the closure by any available means, such as email, voice mail, text message and/or personal phone calls. If the Company closes (and depending on your position), you may be required to work from home. If extreme weather or natural disaster makes it unsafe for employees to leave (e.g., such as a tornado warning), employees must follow their location's weather preparedness plan.

Like with severe weather, if one of our locations temporarily close due to unforeseen circumstances (e.g., water main break, fire damage, etc.), employees may be reassigned to another location, required to work remotely, or be sent home, as determined in the Company's sole discretion.

In the situations described above where employees are unable to work due to a Company directed temporary closure resulting from severe weather or unforeseen circumstances, the Company will not require employees to use FTO/FTU during the period of closure. Instead, the following rules will apply:

- Regular, full-time employees who are unable to work due to a Company directed temporary closure, and who are unable to work remotely (e.g., power outage, need to evacuate, etc.), will be compensated for any period of temporary closure they were scheduled to work. For example: If you are a regular, full-time non-exempt employee scheduled to work until 5:00pm and the Company elects to temporarily close at 3:00pm due to severe weather, you will be sent home at 3:00pm but will still be paid for the remaining two (2) hours of the day (as represented by Other Paid Time on your ADP record). Likewise, if you are a regular, full-time non-exempt employee normally working Monday through Friday for 8-hour shifts, and the Company elects to temporarily close on Monday due to severe weather, you will receive eight (8) hours of pay for Monday. Exempt employees will simply continue to receive their normal salary.
- Regular, full-time employees who can work remotely during any Company directed closure, will generally be required to do so; non-exempt employees will only be paid for actual time worked remotely. Exempt employees will continue to receive their normal salary.
- All other non-exempt regular and temporary employees (including part-time employees) are only paid for any actual time worked (including any time worked

remotely). Exempt employees will continue to receive their normal salary if required by applicable wage and hour laws.

Any exceptions to this policy may only be made by management. If you have questions regarding your ability to work remotely in these situations and/or how any of the above compensation is calculated, please speak with your manager.

The above policy is intended only for temporary closures of short duration, as determined by the Company. It is not intended for extended closures. The Company may terminate or modify this policy at any time where business and/or financial considerations require.

### **THIRD-PARTY TRESPASS SOLICITATION AND DISTRIBUTION**

Only third parties who have been invited to enter our premises and who have business to transact with the Company are authorized to enter and be on our premises. All other third parties will be considered trespassers and be subject to removal. Non-employees are prohibited from soliciting or distributing materials on Company premises.

### **USE OF COMPANY PROPERTY AND EQUIPMENT**

You are expected to learn and follow all operating instructions, perform preventive maintenance, where applicable, and observe all safety practices. If you are unsure about the proper operation or maintenance of the Company's property or equipment, ask your manager. Property and equipment that appears damaged, defective, unsafe, or in need of repair should be reported promptly to your manager.

Employees causing damage to Company property and equipment may be subject to disciplinary action, up to and including immediate termination. This includes loss or damage due to carelessness, negligence, improper use, or unsafe practices. Monetary reimbursement to the Company may also be required, if applicable.

### **VEHICLE AND DRIVING REQUIREMENTS**

Vehicle and driving requirements apply to both employees who use a Company-provided vehicle (including leased and rented vehicles) and to employees who drive a personal vehicle while performing work for the Company. Any employee allowed to operate a Company-provided vehicle or allowed to drive on behalf of the Company, must follow the rules listed below. Failure to do so may result in disciplinary action, up to and including immediate termination. *Incident* is defined as any citation, D.U.I., D.W.I., violation or accident that occurs at any time (on or off duty) after beginning employment with the Company. Failure to report an incident within forty-eight

(48) hours of occurrence (i.e., accident or receipt of citation, not conviction on the charges) may result in discipline, up to and including immediate termination.

If you receive a citation for any violation while operating a Company vehicle or a personal vehicle while on Company business, you are responsible for paying any fine or penalty incurred and may be subject to discipline, up to and including immediate termination. All such violations or citations must be reported to your manager immediately. Failure to immediately report a violation or citation may result in discipline, up to and including immediate termination.

**Authorization Required:** Only authorized employees may use Company-provided vehicles.

**Damage:** If a Company-provided vehicle incurs any damage while under the charge of a particular employee, that employee must report the damage immediately to your manager and may be responsible for paying for some or all of the repair costs, to be determined in the Company's sole discretion.

**Drugs and Alcohol:** Drinking alcoholic beverages, being under the influence of intoxicants, or otherwise violating the Drug and Alcohol Policy is prohibited in any vehicle while on Company business, regardless of whether the vehicle is in operation or not.

**Personal Use:** Company-provided vehicles are intended for business use only. Any employee assigned a Company vehicle may use that vehicle to commute to and from work and to conduct Company business only.

**Unacceptable Driving Records:** For employees who drive vehicles in the course of their duties, an accident, a citation for D.U.I., D.W.I., or any other serious driving violation or citation (even those occurring off-duty) or lack of insurability may create an unacceptable driving record. An unacceptable driving record may result in you not being allowed to drive while working for the Company, or other discipline, up to and including immediate termination.

**Insurance:** All employees who drive as part of their job duties must be properly insured. Any employee whose insurance expires, is revoked or who becomes uninsurable must report the expiration, revocation, or uninsured state to their manager immediately, but no later than twenty-four (24) hours after they have learned of the lack of insurance.

**Seatbelts:** All employees must wear a seatbelt while driving or riding in any vehicle, while going to or from work, and at all times while performing Company business. Furthermore, the Company encourages all of its employees to wear seatbelts at all times, as required by state law.

**Use of Cell Phones and Devices While Driving:** Employees should not talk or text on their cell phones or hand-held devices while driving (even if the vehicle is stopped at a traffic light or stop sign). Employees are expected to comply with all applicable distracted driving laws.

**Motor Vehicle Record Checks:** For employees who drive any vehicle in the course of their duties and applicants applying for such positions, we may conduct motor vehicle records (“MVR”) checks on a periodic basis. If applicable, the Company will provide such employees with additional information separate from this handbook.

**Driver’s License:** All employees who drive as part of their job duties must have a valid driver’s license for the state in which they reside. Any employee whose driver’s license is suspended or revoked must report the suspension or revocation to Human Resources within twenty-four (24) hours of the suspension or revocation.

**Passengers:** Only **authorized** passengers (those passengers authorized by Company or non-employee passengers engaged in Company business) are allowed to be transported in Company-provided vehicles.

**Maintenance:** Employees assigned to Company owned vehicles are responsible for ensuring proper and timely maintenance and servicing of the vehicles.

### **WORKPLACE CHEMICALS**

The Company maintains a Hazard Communication Program aligned with the Globally Harmonized System of Classification and Labeling of Chemicals (“Hazard Communication”) which includes lists of all chemicals which may in any way be hazardous. We also maintain copies of Safety Data Sheets (SDS) on each chemical, which explains how to safely work with that chemical, and a written description of our program. We will provide training before you are assigned to work with or be exposed to a chemical that OSHA has declared “hazardous” in any way. Before you start a job using chemicals, you should always read container labels or consult with your manager about the SDS, including what, if any, safety equipment you should use. You should evaluate any unusual or non-routine task for chemical hazards and discuss with your manager. Immediately notify your manager of any chemical containers which are leaking, are unlabeled, or if you are uncertain of how to dispose of a chemical.

If you buy new chemicals, always obtain a copy of the SDS and give it to your manager before you use the chemical. Copies of our Hazard Communication materials may be obtained from Facilities.

## WORKPLACE SECURITY

To provide a safe workplace for our employees and to provide a comfortable and secure atmosphere for our members and the others with whom we do business, the Company will not tolerate any acts of violence or even threats of violence, stalking or property damage (including brandishing a weapon or threatening to commit violence with a weapon).

**Threats of imminent violence, violent incidents, or dangerous or emergency situations should be reported immediately to the local police by dialing 911. If dialing from a Company work phone, you may need to dial 9 + 911.**

**On Company Premises:** Any employee who commits or threatens to commit violence, stalks, or commits property damage while on Company premises may be subject to immediate termination. The Company premises includes our roadways and parking lots.

**Off Company Premises:** Any employee who, while engaged in Company business off the premises, commits or threatens to commit any violent act against any person will be subject to immediate termination. Even when off the premises and not involved in Company business, an employee who stalks, commits, or threatens to commit a violent act against another person may be subject to immediate termination.

**Reporting of Work-Related Security Concerns:** Any employee who is bullied, threatened with or subjected to violence, stalked, or who becomes aware that another individual has been stalked, threatened with or subjected to violence (regardless of whether on Company premises or off Company premises), should immediately notify the Safety and Security Officer, Executive Leaders, or local emergency (911). You are urged to take all threats seriously.

All reports will be carefully investigated, your confidentiality will be maintained to the fullest extent possible, consistent with our need to investigate, and when necessary, appropriate action taken to ensure the continued safety of our employees and the public.

**Reporting of Potential Personal Security Concerns:** Employees should report personal situations which have the potential to lead to risk of violence in the workplace, including but not limited to:

- Incidents or threats of domestic violence against an employee where it is possible that the threatening party could seek out the employee at work;
- Receipt of threatening or harassing telephone calls, emails or other communications;



- Unwanted pursuit or threats by an outside party who has been observed at or near the workplace; and
- Any situation in which an employee has obtained a protective or restraining order naming their workplace as a prohibited area of contact.

Employees facing personal situations that involve violence or the potential for violence are also encouraged to seek confidential counseling assistance through the Company Employee and Family Resources program which can be reached at 1-800-327-4692.

The Company will not discriminate or retaliate against employees who are subject to domestic violence, stalking, or any other category protected by law.

## **WORKPLACE BULLYING PREVENTION POLICY**

Our Company is firmly committed to a workplace free of abusive conduct as defined in this policy. As part of this policy, the Company seeks to prevent workplace violence before it begins and reserves the right, in its sole discretion, to separate or otherwise discharge, any employee from the workplace or otherwise address behavior that suggests a propensity toward violence, even before any violent behavior occurs.

### **Recognizing Abusive Conduct**

Abusive Conduct includes acts or omissions that could cause a reasonable person to believe that based on the severity, nature, and frequency of the conduct, an employee was subject to an abusive work environment, which can include, but is not limited to:

- Repeated verbal abuse in the workplace, including derogatory remarks, insults, and epithets;
- Verbal, nonverbal, or physical conduct of a threatening, intimidating, or humiliating nature in the workplace; or
- The sabotage or undermining of an employee's work performance in the workplace.

Abusive conduct does not include: disciplinary procedures in the Company's Employee Handbook; routine coaching and counseling; reasonable work assignments; individual differences in personal expression; passionate, loud expression without intent to harm others; differences of opinion on work-related concerns; non-abusive exercise of managerial prerogative; or an employee's exercise of their Section 7 rights under the Nation Labor Relations Act.

### **Company Responsibilities**

Managers and others in positions of authority have a particular responsibility to ensure that healthy and appropriate behaviors are exhibited at all times and that complaints to the contrary are addressed in a timely manner. All managers are expected to foster a safe work environment, implement preventative measures to achieve this goal, and respond appropriately to reported or witnessed violations of this policy.

### **Employee Duties**

No employee shall engage in threatening, violent, intimidating, or other abusive conduct or behaviors. Employees are expected to cooperate with all preventative measures put in place by their managers recognize that a finding of abusive or threatening behaviors at work will be dealt with through appropriate disciplinary procedures.

All threats of (or actual) violence, both direct and indirect, threatening conduct, or verbal abuse should be reported as soon as possible to the employee's immediate manager or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, employees should be as specific and detailed as possible. This responsibility applies to employees who are victims of prohibited conduct or witnesses to prohibited conduct.

All suspicious individuals or activities should also be reported as soon as possible to a manager. Employees have an affirmative duty to report; if you see something, say something to the appropriate party. Employees must not place themselves in peril. If employees see or hear a commotion or disturbance near their workstation or on the job site, they must not try to intercede or see what is happening.

### **Complaint and Investigation Response Process**

Any employee who feels they have been subjected to abusive conduct or who witnesses conduct which could violate this policy, should report the matter to their manager. Employees should not feel obligated to report their complaints to their immediate manager first before bringing the matter to the attention another manager or Human Resources. Further, any manager made aware of a potential violation of this policy should report the matter to Human Resources.

Upon notification of a potential violation, the Company will investigate the conduct thoroughly, objectively, and with sensitivity and respect for all parties. The Company will maintain the confidentiality of each party involved to the extent it does not interfere with the Company's investigation, unless otherwise required by law.

Investigations of abusive conduct will be conducted as soon as practicable. All employees are expected to fully cooperate with the Company throughout the course of any investigations. All available evidence will be gathered and fully considered, and all interviews will be appropriately documented. The Company will maintain the confidentiality of each party involved to the extent it does not interfere with the Company's investigation or ability to take corrective action, unless otherwise required by law.

Any employee engaging in conduct that violates this policy or who encourages such conduct, will be subject to disciplinary action up to and including immediate termination of employment. Likewise, managers who allow abusive conduct to continue or fail to take appropriate action upon learning of such conduct, will also be subject to corrective action, up to and including immediate termination.

While the Company encourages all employees to raise any concerns under this policy and procedure, the Company recognizes that intentional or malicious false allegations can have a serious effect on innocent people. Employees falsely accusing another of violations of this policy may be subject to disciplinary action up to and including immediate termination of employment.

### **Retaliation is Not Permitted**

Employees submitting complaints of abusive conduct can do so without fear of retaliation. Retaliation is any act of reprisal, interference, restraint, penalty, discrimination, intimidation, or harassment against an individual exercising rights under this policy. Any person who retaliates against an employee for reporting abusive conduct, will be subject to disciplinary action, up to and including immediate termination of employment.

### **Confidentiality**

The Company will maintain the confidentiality of each party involved to the extent it does not interfere with the Company's investigation, except where otherwise required by law.

### **FIREARMS**

Unless otherwise explicitly provided by law, the Company prohibits you and all other persons (other than law enforcement and authorized security personnel) from having firearms in working areas, in buildings, or on your person during working time, or while performing work.

Failure to comply with this policy may subject you to discipline, up to and including immediate termination. Employees who have questions concerning the application of this policy, should consult Human Resources immediately.

### **WEAPONS AND DANGEROUS INSTRUMENTALITIES**

Except as otherwise stated in this Handbook, explosives, weapons (other than firearms) or dangerous instrumentalities of any kind are prohibited on Company property and in Company vehicles at any time. Likewise, no employee should possess any explosive, other weapon or dangerous instrumentalities at any time while performing any work for the Company. Although the Company retains the right to determine the scope of this paragraph on weapons and the terms contained in it, *possess* as used in this policy generally means to have on your person, in your vehicle or any vehicle assigned to you, or in other property in your presence or under your control (such as bags, packages, purses, briefcases, desks, toolboxes, lockers, etc.), while on Company property or while you are at work for the Company.

Any violation of this policy may subject you to discipline, up to and including immediate termination. Employees who have any questions the application of this policy should consult Human Resources immediately.

### **ACTIVE THREAT EMERGENCY RESPONSE**

Active threat incidents and extreme workplace violence are unpredictable and evolve quickly. In the midst of chaos, employees may play an integral role in mitigating the impacts of such events. Because these incidents are over very quickly (often before law enforcement arrives), individuals must be prepared both mentally and physically to protect themselves. No handbook policy can address the proper response to a specific outbreak of violence; however, there are procedures that generally apply to all active threat incidents:

- **Know** – Have an escape route and plan in mind. Know where the exits are in your workspace and understand where phones and possible hiding places are located.
- **Run** – If there is an accessible escape path, attempt to evacuate, regardless of whether others agree to follow. Leave your belongings behind, take only what's required (e.g., cell phone, keys, etc.). Keep in mind that windows may be an alternative route of escape.
- **Hide** – If evacuation outside the building is not possible, find a place to hide where the active threat is less likely to find you, preferably with protection (e.g., a locked or barricaded door). Turn off the lights, move away from the door, barricade the door if possible, stay quiet, and silence any electronic devices. If you cannot find a safe place to hide, find a location that doesn't restrict your options for movement.
- **Call** – Attempt to call 911 when it is safe to do so. Provide the last known location of the active threat(s), along with a physical description, number and type of weapon(s) held, and the number of potential victims. If you cannot speak, leave the line open and allow the dispatcher to listen and track down your location.
- **Fight** – As a last resort, and only when your life is in danger, consider disrupting or incapacitating the active threat.

When law enforcement arrives, remain calm and follow instructions. Avoid speaking to the media. The health and well-being of our employees is of utmost importance. As soon as practicable, the Company will develop a personal items recovery plan and communicate next steps, available resources, and business continuity processes to all affected parties.

## ***THE COMPANY'S IMAGE***

### **PERSONAL APPEARANCE**

As representatives of our Company, it's important for all employees to maintain a cohesive and professional image when communicating with members, vendors, and the public. Given a variety of legitimate business reasons and circumstances like safety, protection of member/Company property, and public image, we expect all employees to present a neat, well-groomed appearance and a courteous disposition, consistent with this policy. These qualities go further than any other factor in making a favorable impression on the public and your co-workers.

**Name Tags:** When working onsite, employees must carry a photo identification badge/lanyard, as well as wear a name tag, at all times to access Company facilities and equipment, and to be identified as a Company employee. Badges and tags must be clearly visible and worn on the front of the body, not obstructed by clothing or objects. Lost or stolen badges must be immediately reported to the IT Service Desk; lost or stolen name tags must be reported to Human Resources. Employees may be charged the applicable replacement fee(s), to the extent allowed by law.

**Virtual Meeting Etiquette:** When participating in virtual meetings, employees are expected to:

1. Be on camera,
2. Have appropriate lighting,
3. Utilize business appropriate virtual backgrounds to ensure that your background is professional and free from distractions,
4. Arrive timely to meetings,
5. Keep microphones muted when not speaking to minimize background noise, and
6. And utilize chat and reaction functions.

**Acceptable Dress:** When working with the public, members, business partners, vendors, or representing the Company in the business community, employees are expected to dress in a business casual manner.

- Pressed collared dress shirt/polos (polos must be tucked in, belts are recommended, and no popped collars).
- Sweaters/pullovers are acceptable.
- Pressed khakis/slacks.
- Clean dress or semi-formal/casual shoes in good repair. Semi-formal/casual shoes are allowed in leather, canvas, and neutral shades, but steer clear from anything designed for athletic activities. Trainers/tennis shoes should be reserved for the gym, not the office.

- **FRIDAYS TO SUNDAY ONLY:** Jeans are acceptable. Jeans may be in any wash (but not ripped, torn, holey or blinged) and paired with a Company shirt (polo, button down, quarter zip, sweater, etc.) or approved shirts/sweaters as indicated above. Trainers/tennis shoes are acceptable footwear on these days if in good condition.

When not working with the public, members, business partners, vendors or representing the Company in the business community, employees are allowed casual dress but should maintain a professional appearance and remain subject to the unacceptable dress standards below. Even when working remotely, employees should be “camera ready”, and maintain high standards of personal hygiene and cleanliness. With the exception of GreenState branded wear, employees should not wear T-shirts with big logos or any wording, pictures, or slogans on them.

Maintenance employees will be provided uniforms and should keep them in neat and clean condition. Employees provided with Company uniforms must wear them at all times when on duty.

**Unacceptable Dress:** All employees are expected to avoid extremes in dress. Flashy, skimpy, or revealing clothing is unacceptable. Examples of inappropriate dress include: shorts, miniskirts or short dresses (more than three inches (3”) above the knee), sweatpants, athleisure or similar lounge wear, yoga pants, leggings (unless covered with a dress or long top/sweater), jerseys, short (“crop”) tops, shirts with sleeves cut-off, halter tops, spaghetti strap tops or halter tops (unless covered with a cardigan, jacket or sweater), backless tops, tennis shoes, and flip flop sandals.

Clothing must fit properly. No article of clothing can be too tight (e.g., tightly fitted polos or “smediums”) or too baggy. Of course, no clothing should have holes or be see-through. Clothing worn to work must not expose your chest, back, midriff, stomach, backside, or undergarments at any time, including when bending over, lifting above your head, or any other movement. All clothing must be properly laundered and pressed. The Company, in its sole discretion, will determine when clothing does not meet all requirements of the Personal Appearance Policy.

Clothing that works well for the beach, yard work, dance clubs, exercise sessions, and sports contests are generally not appropriate for a professional work environment.

**Hygiene:** All employees should maintain high standards of personal hygiene and cleanliness.

**Piercings and Tattoos:** No employee may have a visible tattoo that might be a violation of our Policy Against Unlawful Discrimination, Harassment, and Retaliation. Any employee who

might have such a tattoo must keep it covered while at work or while representing the Company.

Likewise, we do not want to appear extreme to our members by the types of piercings visible. Employees generally may not maintain large/distracting piercings while at work; piercings should be maintained discrete.

**Exceptions:** There may be exclusions to the dress code policy for religious, ethnic, cultural or health reasons, as well as for special events such as fund-raising.

**Discipline:** You are expected to observe our Personal Appearance Policy at all times while at work. Employees who report to work in unacceptable attire or appearance may be requested to leave work and return in acceptable attire or appearance. Such time away from work will be without pay for non-exempt employees. Violation of this policy may result in discipline, up to and including immediate termination.

**Interpretation:** This policy will be interpreted and enforced consistent with applicable law. Nothing in this policy will be interpreted to interfere with employee rights under Section 7 of the National Labor Relations Act, absent special circumstances required by law. While the above guidelines summarize our general policy, the Company may make exceptions to this policy where required by law. Employees will not be prohibited from legally-protected dress or appearance.

### **WORK AREA APPEARANCE**

We expect you to maintain your work areas in a neat, professional, and acceptable manner. Each employee is expected to maintain the area in which they are working, and all employees are expected to maintain the common areas.

### **NO GUM CHEWING**

Gum chewing is not acceptable during working time when serving our members or working with vendors or the public.



## ***PERSONAL BUSINESS***

### **EMPLOYMENT OF RELATIVES**

The employment of immediate family members (spouse, children, parents, siblings) of current employees is allowed so long as it would not post a conflict of interest. Employment of family members will be the decision of the management. We do not allow one family member to supervise another.

Immediate relatives of current board members will not be considered for employment. In addition, should an immediate relative of a current employee be nominated and elected to the Board of Directors, the employee will be asked to resign from their position.

### **KEYS**

Employees who need keys to the office, locked cabinets, or other secured storage or equipment will be issued those keys by your manager. Keys must be safeguarded and must be returned immediately at the end of employment.

We prohibit making duplicate sets of keys or letting someone borrow a key assigned to you for any reason. If you lose a key, immediately notify your manager. If you are responsible for the loss of a key, you may be asked to pay the cost.

### **WORKPLACE DATING**

Romantic or sexual liaisons that develop among employees in the workplace may be potentially disruptive to our business. The Company must be notified of any romantic or sexual relationships that occur between employees. Relationships between employees which do not result in a conflict of interest, as determined by the Company, will generally be allowed so long as work is not adversely impacted.

Where the Company determines that a romantic or sexual liaison may pose a conflict of interest, the Company will intervene and discuss the romantic or sexual liaisons with involved employees. We may also take remedial measures, like transfer to another position. If no such position is available and to eliminate a conflict of interest, one of the employees will have thirty (30) days to resign from their position or may be subject to immediate termination.

Similarly, employees must report any romantic or sexual relationships with members, vendors or third-parties with whom we work. The Company will take remedial action where necessary.

Managers are expressly prohibited from dating or becoming similarly involved with any non-management employee within their sphere of responsibility. A member of management in violation of this policy will be subject to immediate termination.

Employees who fail to report violations of this policy may be subject to disciplinary action, up to and including immediate termination of employment.

#### **PERSONAL PHONE CALLS AND PERSONAL VISITS**

We have a limited number of telephone lines, and we must keep these lines open for member calls. Therefore, we ask you to refrain from making or receiving personal calls on business lines, except for emergencies.

Employees are expected to keep personal calls, texts, and emails to a minimum throughout the workday, to keep focus and maintain efficiency. You should limit personal cell phone use to non-working time, such as lunch and breaks. Limited personal use is also acceptable when not assisting a member but may be monitored. All personal cell phones should be placed on silent.

All visitors on Company property are required to follow Company rules. Any visitor who refuses to obey these rules will not be allowed to return. Visits by friends or relatives can be disturbing to our operations and we strongly discourage such visits during work hours.

#### **TOBACCO AND SMOKE FREE WORKPLACE**

Use of tobacco or smoking in any form is not permitted on Company property. This policy also applies to electronic cigarettes, also known as e-cigarettes, e-cigs, e-smoke, digital cigarettes, tobacco-like products, alternative cigarettes and “vaping.” In cases of excessive time spent smoking, managers may restrict or curtail smoking privileges during the workday. This prohibition includes any and all buildings, owned, leased, rented and areas maintained by the Company; any grounds, parking lots, ramps, plazas, or contiguous sidewalks, and in vehicles owned or leased by the Company. Use of tobacco, tobacco-like products, or smoking in any vehicle of any employee, contractor, vendor, or visitor on Company property is prohibited.

All employees, members, board members, visitors, vendors, contract workers, volunteers or any person coming on grounds or to the facility must comply.

## ***AT THE END OF EMPLOYMENT***

In the event you choose to resign from your position, we ask that you give us at least two (2) weeks' notice.

At the end of your employment, you must immediately return all Company property (including keys and identification badges) in your possession or for which you are responsible at or before your time of separation. For remote employees, a prepaid shipping label and packaging materials will be provided to you. Upon receipt of these shipping materials, the Company will allow a grace period of up to ten (10) business days for the Company's receipt of any returned equipment or items.

It's your responsibility to ensure that we have up-to-date contact information for you prior to your departure, so that you receive any legally required notices and information following your separation. Please notify us immediately if you need to update your contact information.

## ***TO SUM IT ALL UP***

This Handbook highlights your opportunities and responsibilities as an employee of the Company. By always keeping the contents of this Handbook in mind, you should be successful in your work at **GreenState Credit Union**. Once again, welcome to our Company. We look forward to working with you.

## ADDENDUMS BY STATE

### INTRODUCTION

Addendums are applicable only to **GreenState Credit Union** (“Company”) employees working in the states noted. If any provision of these Addendums conflicts with language in the Employee Handbook (“Handbook”), the Addendums will control.

These Addendums are to be read in connection with the Handbook. Together, the Handbook and Addendums will provide you with information about your employment and serve as a guide to the Company’s current policies, practices, and procedures.

Please note: Exempt employees may be provided time off with pay for any of the below-described leaves when necessary to comply with state and federal wage and hour laws. To the extent state or local laws give you any additional leave rights, we will comply with those laws. If you need time away from work for any reason, please check with Human Resources.

### ALABAMA

#### PARENTAL LEAVE

The Company provides eligible employees with up to twelve (12) weeks of unpaid parental leave, for the birth or care of a newborn, or for the care of a child placed with the employee for adoption.

To be eligible, the employee:

- Must have been employed with the Company for at least twelve (12) months;
- Must have completed at least 1,250 hours of service, during the previous 12-month period; and
- Must work at a worksite with fifty (50) or more employees within seventy-five (75) miles.

The twelve (12) weeks of leave must be used within the first year of the child’s birth or placement.

Employees will not receive more than twelve (12) weeks of leave during the one-year period following the child’s birth or placement, regardless of whether there are multiple births or placements for adoption.

Leave must be taken consecutively, and cannot be used intermittently, unless otherwise agreed upon by the Company.

Employees are generally expected to provide at least thirty (30) days' notice of their need for leave, unless unforeseeable or the date of placement requires leave to begin in less than thirty (30) days, in which case, the employee must provide notice as soon as is practicable.

To the extent the Company provides paid leave benefits to employees for the birth or care of a newborn, the Company will provide equivalent paid leave benefits to adoptive parents for the care of a child placed with them for adoption. Any paid leave provided by the Company (e.g., Paid Parental Leave, Paid Medical Leave, Paid Sick Leave, etc.) will run concurrent with leave under this policy. Likewise, leave provided under this policy will run concurrent with any other leave allowed by law, including the Federal Family and Medical Leave Act.

The Company will not discriminate or retaliate against employees for requesting or using leave consistent with applicable law. Please see Human Resources if you have any questions.

## ARIZONA

### **FLEXIBLE TIME OFF (FTO) (SCHEDULED)/FLEXIBLE TIME OFF (FTU) (UNSCHEDULED) FOR NON-COMMISSIONED EMPLOYEES**

Consistent with state paid sick leave requirements, employees eligible for FTO/FTU may use any such time for vacation, sick leave, personal leave, or any other reason allowed by law, including but not limited to the following purposes:

1. To care for the employee's own mental or physical illness, injury or health condition, including an employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury or health condition, or preventative medical care;
2. To care for the employee's family member with a mental or physical illness, injury or health condition, including medical diagnosis, care, treatment of a mental or physical illness, injury or health condition, or preventative medical care;
3. When the Company is closed by order of a public official due to a public health emergency;
4. To care for a child whose school or place of care has been closed by order of a public official due to a public health emergency;
5. To care for the employee or employee's family member when it has been determined by health authorities that the employee or family member's presence in the community may jeopardize the health of others because of their exposure to a communicable disease, whether or not the employee or a family member has actually contracted the communicable disease; or

6. For an absence necessary due to domestic violence, sexual violence, abuse or stalking, provided the leave is for the employee or employee's family member to (a) seek medical attention to recover from physical or psychological injury or disability caused by domestic violence, abuse or stalking; (b) seek services from a domestic violence or sexual violence program or victim services organization; (c) obtain psychological or other counseling; (d) relocate or take steps to secure an existing home due to the domestic violence, sexual violence, abuse or stalking; or (e) obtain legal services including, but not limited to, preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence, sexual violence, abuse or stalking.

Please note that unless otherwise required by law, leave is subject to the other usage terms outlined in our policy (including but not limited to amount of time which may be taken consecutively at any given time).

The Company may require documentation for leave lasting three (3) or more consecutive days, to support the need for leave. The Company will maintain the confidentiality of information provided in connection with leave to the extent required by law.

Employees will not be required to make-up any such time or to find a replacement while on leave. Further, leave taken consistent with our policy will not count against any absenteeism policy and will not result in discipline, discharge, demotion, suspension, or any other adverse action. Employees are prohibited from discriminating or retaliating against anyone requesting or using earned paid sick leave in accordance with this policy.

Employees unlawfully denied sick leave or subjected to retaliation in connection with leave under this policy may file a complaint with the Industrial Commission's Labor Department. Employees may contact the Industrial Commission's Labor Department at 800 W. Washington, Phoenix, Arizona 85007-2022; (602) 542-4515, for additional information.

Please see the FTO/FTU policy in our employee handbook for additional information. Our FTO/FTU policy will be interpreted and enforced consistent with applicable law. To the extent this policy is or appears to be inconsistent with applicable law, applicable law will govern.

#### **PAID SICK LEAVE FOR COMMISSIONED, TEMPORARY, INTERN, AND SEASONAL EMPLOYEES**

Consistent with state paid sick leave requirements, employees eligible for paid sick leave may use any such time away from work for injury, illness or any other reason allowed by law, including but not limited to the following purposes:

1. To care for the employee's own mental or physical illness, injury or health condition,

including an employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury or health condition, or preventative medical care;

2. To care for the employee's family member with a mental or physical illness, injury or health condition, including medical diagnosis, care, treatment of a mental or physical illness, injury or health condition, or preventative medical care;
3. When the Company is closed by order of a public official due to a public health emergency;
4. To care for a child whose school or place of care has been closed by order of a public official due to a public health emergency;
5. To care for the employee or employee's family member when it has been determined by health authorities that the employee or family member's presence in the community may jeopardize the health of others because of their exposure to a communicable disease, whether or not the employee or a family member has actually contracted the communicable disease; or
6. For an absence necessary due to domestic violence, sexual violence, abuse or stalking, provided the leave is for the employee or employee's family member to (a) seek medical attention to recover from physical or psychological injury or disability caused by domestic violence, abuse or stalking; (b) seek services from a domestic violence or sexual violence program or victim services organization; (c) obtain psychological or other counseling; (d) relocate or take steps to secure an existing home due to the domestic violence, sexual violence, abuse or stalking; or (e) obtain legal services including, but not limited to, preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence, sexual violence, abuse or stalking.

The Company may require documentation for leave lasting three (3) or more consecutive days, to support the need for leave. The Company will maintain the confidentiality of information provided in connection with leave to the extent required by law.

Employees will not be required to make-up any such time or to find a replacement while on leave. Further, leave taken consistent with our policy will not count against any absenteeism policy and will not result in discipline, discharge, demotion, suspension, or any other adverse action. Employees are prohibited from discriminating or retaliating against anyone requesting or using earned paid sick leave in accordance with this policy.

Leave provided under this policy may run concurrent with Federal Family and Medical Leave and/or any other leave allowed by law.

Employees unlawfully denied sick leave or subjected to retaliation in connection with leave under this policy may file a complaint with the Industrial Commission’s Labor Department. Employees may contact the Industrial Commission’s Labor Department at 800 W. Washington, Phoenix, Arizona 85007-2022; (602) 542-4515, for additional information.

In the rare event applicable law requires us to provide any additional sick leave in excess of our policy, we will comply with applicable law. Our paid sick leave policy will be interpreted and enforced consistent with applicable law. To the extent this policy is or appears to be inconsistent with applicable law, applicable law will govern.

## **COLORADO**

### **FLEXIBLE TIME OFF (FTO) (SCHEDULED)/FLEXIBLE TIME OFF (FTU) (UNSCHEDULED) FOR NON-COMMISSIONED EMPLOYEES**

Pursuant to our FTO policy in our Employee Handbook, eligible employees are provided an indeterminate amount of paid time off for vacation, personal leave, sick leave, and other reasons allowed by law. Please note that time under this policy is not earned or accrued and does not have any cash value. Further, the Company allows employees to use up to eighty (80) hours (full-time employees) and forty (40) hours (part-time employees) of such indeterminate FTO for unscheduled purposes per year (FTU).

Consistent with state paid sick leave requirements, employees eligible for FTO/FTU may use any such time away from work for sick leave, or any other reason allowed by law, including but not limited to:

1. The employee’s mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee’s mental or physical illness, injury, or health condition; or preventative medical care for the employee;
2. Where the employee needs to care for a family member due to the family member’s mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee’s family member’s mental or physical illness, injury, or health condition; or preventative medical care;
3. If the employee or the employee’s family member is a victim of domestic abuse, sexual assault, or harassment, to obtain services from a victim services organization; to obtain mental health or other counseling; to relocate due to domestic abuse, sexual assault, or harassment; to obtain legal services, including preparation for any civil or criminal proceedings related to or resulting from the domestic abuse, sexual assault, harassment, or need to relocate;



4. When the employee needs to grieve, attend funeral services or a memorial, or deal with financial and legal matters that arise after the death of a family member;
5. When the Company is closed by order of a public official due to a public health emergency;
6. When an employee needs to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or
7. When the employee needs to evacuate their residence due to inclement weather, loss of power, loss of heat, loss of water, or other such unexpected events or to care for a family member whose school or place of care has been closed due to the occurrence of similar events.

Please note that unless otherwise required by law, leave is subject to the other usage terms outlined in our policy (including but not limited to amount of time which may be taken consecutively at any given time).

In the event of a public health emergency, the Company may provide employees with additional paid leave benefits, consistent with applicable law (e.g., to self-isolate because the employee has been diagnosed with a communicable illness that is the cause of the public health emergency, for the care of a family member who must self-isolate because of a communicable illness diagnosis that is the cause of a public health emergency, etc.) Additional information will be provided at that time.

Employees will not be required to make-up any such time or to find a replacement while on leave.

For leave of four (4) or more consecutive workdays, the Company may require reasonable documentation supporting the need for leave. The Company will not require disclosure of details relating to domestic violence, sexual assault or stalking or the details of an employee's or an employee's family member's health information as a condition of receiving leave. Any information obtained by the Company will be maintained confidential, except to the extent disclosure is required by law.

The Company will not discriminate or retaliate against any employee for requesting or using leave provided under this policy or exercising any right allowed under applicable law. Any employee who feels that they have been discriminated or retaliated against in violation of this policy, should notify Human Resources immediately. If after consulting Human Resources, the employee still believes they were unlawfully denied leave for sick leave purposes, or is retaliated against for exercising their rights, the employee may file a complaint or bring civil action.

Please see the FTO/FTU policy in our employee handbook for additional information. Our FTO/FTU policy will be interpreted and enforced consistent with applicable law. To the extent this policy is or appears to be inconsistent with applicable law, applicable law will govern.

## **PAID SICK LEAVE FOR COMMISSIONED, TEMPORARY, INTERN, AND SEASONAL EMPLOYEES**

Consistent with state paid sick leave requirements, employees eligible for paid sick leave may use any such time away from work for injury, illness or any other reason allowed by law, including but not limited to:

1. The employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee;
2. Where the employee needs to care for a family member due to the family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition; or preventative medical care;
3. If the employee or the employee's family member is a victim of domestic abuse, sexual assault, or harassment, to obtain services from a victim services organization; to obtain mental health or other counseling; to relocate due to domestic abuse, sexual assault, or harassment; to obtain legal services, including preparation for any civil or criminal proceedings related to or resulting from the domestic abuse, sexual assault, harassment, or need to relocate;
4. When the employee needs to grieve, attend funeral services or a memorial, or deal with financial and legal matters that arise after the death of a family member;
5. When the Company is closed by order of a public official due to a public health emergency;
6. When an employee needs to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or
7. When the employee needs to evacuate their residence due to inclement weather, loss of power, loss of heat, loss of water, or other such unexpected events or to care for a family member whose school or place of care has been closed due to the occurrence of similar events.

In the event of a public health emergency, the Company may provide employees with additional paid leave benefits, consistent with applicable law (e.g., to self-isolate because the employee has been diagnosed with a communicable illness that is the cause of the public health emergency, for the care of a family member who must self-isolate because of a communicable illness diagnosis that is the cause of a public health emergency, etc.) Additional information will be provided at that time.

For paid sick leave of four (4) or more consecutive workdays, the Company may require reasonable documentation supporting the need for sick leave.

The Company will not require disclosure of details relating to domestic violence, sexual assault or stalking or the details of an employee's or an employee's family member's health information as a condition of receiving paid sick leave. Any information obtained by the Company will be maintained confidential, except to the extent disclosure is required by law.

The Company will not discriminate or retaliate against any employee for requesting or using leave provided under this policy or exercising any right allowed under applicable law. Any employee who feels that they have been discriminated or retaliated against in violation of this policy, should notify Human Resources immediately. If after consulting Human Resources, the employee still believes they were unlawfully denied paid sick leave or is retaliated against for exercising their rights, the employee may file a complaint or bring civil action.

In the rare event applicable law requires us to provide any additional sick leave in excess of our policy, we will comply with applicable law. Our paid sick leave policy will be interpreted and enforced consistent with applicable law. To the extent this policy is or appears to be inconsistent with applicable law, applicable law will govern.

## **NO DATING**

The Company will not take adverse action against an individual simply because they are married to or plan to marry a co-worker. Exceptions may apply where: (1) one spouse directly or indirectly would exercise managerial, appointment, or dismissal authority or disciplinary action over the other spouse; (2) one spouse would audit, verify, receive, or be entrusted with monies received or handled by the other spouse; or (3) one spouse has access to the Company's confidential information, including payroll and personnel records.

## **COLORADO PAID FAMILY AND MEDICAL LEAVE INSURANCE BENEFIT**

The Company provides paid family and medical leave benefits ("FAMLI") to eligible employees. FAMLI provides employees with a partial wage replacement, up to a maximum amount specified by law, based on a percentage of the employee's average weekly wage, when the employee is unable to work because of family, medical, parental, or certain personal needs arising out of specific circumstances.

FAMLI contributions are funded by both employers and employees. The premium is currently set at 0.9%, with the Company contributing .45% to the State of Colorado and the remaining .45% paid by the employee.

## Benefit Amount

Eligible employees will receive up to twelve (12) weeks of FAMLl per 12-month Application Year; except, that eligible employees with serious health conditions related to pregnancy or childbirth complications may receive up to an additional four (4) weeks of leave per application year.

The “Application Year” is the 12-month period beginning the first day of the calendar week in which the employee’s benefit start date occurs. The 12-month period is measured backward from the date the employee uses FAMLl. Under this “rolling” 12-month period, each time an employee takes FAMLl, the remaining leave entitlement is the balance which has not been used during the immediately preceding twelve (12) months.

## Eligible Employees

To be eligible for FAMLl, employees must have: (i) earned at least \$2,500 in wages, subject to premiums, during the employee’s base period or alternative base period provided by law; (ii) requests leave for a qualifying reason listed below; and (iii) submits an application for benefits as required by law.

## Plan Funding

Benefit premiums are fully-funded through payroll taxes split between the Company and the employee. Employee contributions are paid through regular payroll deductions as authorized by law.

## Qualifying Reasons

FAMLl can be used for leave necessary due to:

1. Care of a new child during the first year following birth, adoption, or foster care placement of that child;
2. Care of a family member with a serious health condition;
3. The employee’s own serious health condition;
4. To handle certain qualifying exigencies arising out of the fact that your family member is on covered active duty or notice of an impending call or order to active duty in the armed forces;
5. Leave due to the employee or a family member’s status as a victim of domestic violence, the victim of stalking or the victim of sexual assault or abuse (“Safe Leave”) to: (a) seek a civil protection order to prevent domestic violence; (b) obtain medical care or mental health counseling for both themselves or their children to address physical or

psychological injuries resulting from the act of domestic violence, stalking or sexual assault or abuse; (c) making their home secure from the perpetrator of the act of domestic violence, stalking or sexual assault or abuse, or seeking new housing to escape said perpetrator; or (d) seeking legal assistance to address issues arising from the act of domestic violence, stalking or sexual assault or abuse, or attending and preparing for court-related proceedings arising from said act or crime; or

6. Any other reason allowed by law.

### Definitions

As used in this policy, the following definitions apply:

- “Family Member” includes (i) regardless of age, a biological, adopted or foster child, stepchild or 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; (ii) a biological, adoptive or foster parent, stepparent or legal guardian of an employee or employee’s spouse or domestic partner or a person who stood *in loco parentis* when the employee or employee’s spouse or domestic partner was a minor child; (iii) a person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee; (iv) a grandparent, grandchild, or sibling (whether biological, foster, adoptive or step relationship to the employee or the employee’s spouse or domestic partner; or (v) any other individual with whom the employee has a significant personal bond that is or is like a family relationship, regardless of biological or legal relationship.
- “Qualifying Exigencies” includes but is not limited to providing for the care or other needs of the military member’s child or other family member, making financial or legal arrangements for the military member, attending counseling, attending military events or ceremonies, spending time with the military member during a rest and recuperation leave or following return from deployment, or making arrangements following the death of a military member.
- “Serious Health Condition” refers to an illness, injury, impairment, pregnancy, recovery from childbirth, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility, or continuing treatment by a healthcare provider.

### Requesting and Scheduling Leave

Where the need for leave is foreseeable, an employee must provide at least thirty (30) days’ advance notice to the Company of the need for leave. The Company may request that notice include the anticipated start date, anticipated duration of leave, and the anticipated frequency of leave (if applicable). Where the need for leave is not foreseeable, or if providing thirty (30)

days' notice is not possible, the employee must provide notice as soon as practicable. To the extent possible, an employee must make reasonable efforts to schedule leave so as not to unduly disrupt business operations.

To request FAMLI benefits, the employee must also notify the Colorado Division of Family and Medical Leave Insurance. Applications may be submitted up to thirty (30) days after leave has begun. Employees will be required to provide documentation supporting the need for leave, as may be requested by the Division.

Employees applying for FAMLI will be required to disclose whether their serious health condition was caused by or otherwise related to a workplace injury or illness. An employee whose absence from work is caused by circumstances that would entitle them to workers' compensation benefits are not eligible to collect FAMLI benefits for the absence.

Similarly, an employee must notify the Division if they apply for or receive unemployment insurance benefits during a period of paid family and medical leave. If an employee is awarded continuous leave for a qualifying condition, the duration of leave is not impacted by subsequent employment. If leave is caused by circumstances that would entitle the employee to unemployment insurance benefits, the individual will not be entitled to FAMLI benefits. If an employee is awarded intermittent leave or reduced leave for a qualifying condition, and is subsequently terminated, the awarded leave is terminated at the time of unemployment, and the employee can apply for benefits upon re-employment.

### Intermittent Leave

An employee may take leave intermittently in increments of either one (1) hour or shorter periods (if doing so would be consistent with the increments the Company typically uses to measure employee leave), except that benefits are not payable until the employee accumulates at least eight (8) hours of FAMLI benefits.

### Health Benefits

The Company will maintain any healthcare benefits the individual had prior to taking FAMLI for the duration of the leave, as if the employee had remained in employment continuously from the date the individual commenced leave. The employee must make arrangements to pay the employee's share of health plan premiums while on leave. An employee's failure to pay the employee share of the health coverage premium may result in an elimination of coverage after thirty (30) days. Use of FAMLI will not result in the loss of any employment benefit that accrued prior to the start of FAMLI.

### Use of Paid Time Off

An employee is not required to exhaust any accrued vacation leave, sick leave, or other paid time off prior to or while receiving FAMLl benefits. However, upon approval by the Company and where allowed by law, the employee may be able to use any accrued vacation leave, sick leave or other paid time off while receiving FAMLl benefits so that they can receive 100% of their average weekly wage. Employees cannot receive more than a combined total of 100% of their average weekly wage. Please see Human Resources for additional information regarding how FAMLl interacts with other Company-provided benefits.

### Federal Family and Medical Leave

Leave taken pursuant to this policy will run concurrent with Federal Family and Medical Leave and any other leave, to the extent applicable and allowed by law.

### Reinstatement

Upon return from leave, any individual who has been employed with the Company for at least one hundred and eighty (180) days prior to the commencement of leave, will be restored to the position they held when the leave commenced or be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

### Non-Discrimination or Retaliation

The Company does not discriminate or retaliate against employees for taking or requesting the benefits offered under this policy and in accordance with applicable law. Managers and managers are prohibited from discriminating or retaliating against employees for taking or requesting benefits under this policy. Leave taken pursuant to this policy will not be used as an absence for disciplinary action.

### Enforcement

This policy will be interpreted and enforced consistent with applicable law. Exceptions to this policy will be made where required by law, such as in the event applicable law extends the above rights (for public health emergencies, etc.).

### Questions

If you have questions regarding eligibility or benefits offered under this policy, please contact Human Resources for additional information.

## **DOMESTIC VIOLENCE LEAVE**

The Company provides up to three (3) working days of unpaid leave in any twelve (12)-month period to eligible employees who are victims of domestic abuse, stalking, sexual assault or any other crime involving domestic violence. To qualify for leave under this policy an employee must have worked for the Company for at least twelve (12) months. Leave may be used to:

- Seek a civil protection order to prevent domestic abuse;
- Obtain medical care or mental health counseling for the employee or the employee's children;
- Make the employee's home secure against the perpetrator or to find a new home;
- Seek legal advice concerning any of the above offenses; or
- Prepare or attend court proceedings arising from any of the above offenses.

Employees requesting leave under this policy should provide the Company with reasonable advance notice of the need for leave, except in the case of imminent danger to the health or safety of the employee. The Company may request documentation to support the need for leave. Information provided in connection with leave under this policy will be kept confidential by the Company, except to the extent that disclosure is requested or consented to in writing by the employee or otherwise required by applicable federal or state law. Employees with questions regarding this leave of absence should contact Human Resources.

Employees must use any available paid time off before taking unpaid leave. To use paid leave, an eligible employee must comply with the Company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice).

## **SEPARATION FROM EMPLOYMENT**

The Company pays eligible employees for unused Sabbatical Leave at the end of employment. Employees who are not eligible for Sabbatical Leave will not be paid for any such time at the end of employment.

### **FLORIDA**

## **DOMESTIC AND SEXUAL VIOLENCE LEAVE**

The Company provides unpaid, job-protected leave of up to three (3) working days in any twelve (12) month period unless a different amount of leave is required under applicable county or city ordinances, to eligible employees who are victims of domestic violence or sexual violence or have



a family or household member who is a victim of domestic violence or sexual violence. To be eligible for domestic or sexual violence leave, an employee must have been employed with the Company for at least three (3) months.

Leave under this policy may be requested for the following:

1. Seeking judicial relief such as a court-ordered injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;
2. Obtaining medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
3. Obtaining services from a victim-services organization, including but not limited to, a domestic violence shelter or program or rape crisis center as a result of the act of domestic violence or sexual violence;
4. Making the employee's home secure from the perpetrator of the domestic violence or sexual violence or to seek new housing to escape the perpetrator; or
5. Seeking legal assistance in addressing issues arising from the act of domestic violence or sexual violence or to attend and prepare for court-related proceedings arising from the act of domestic violence or sexual violence.

For purposes of this policy, an employee's "family or household member" means an employee's spouse, former spouse, persons related to the employee by blood or marriage, persons who are presently residing with the employee as if a family or who have resided with the employee in the past as if a family, and persons who are parents of a child in common with the employee regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided with employee in the same single dwelling unit.

When seeking domestic violence or sexual violence leave, employees must provide the Company with appropriate advance notice of the need for leave except in cases of imminent danger to the health or safety of employee or employee's family or household member. When advance notice is not possible, employees are expected to provide notice as soon as practicable. Employees must also provide documentation, if requested by the Company, establishing the need for leave under this policy. Depending on the specific purpose of the leave request, employees may choose, or the Company may require employees, to use accrued paid or unpaid leave (such as FMLA, personal leave, sick leave, vacation leave, or paid time off) concurrently with some or all of the leave taken under this policy.

The Company will hold the employee's information in confidence, except to the extent such disclosure is: (1) requested or consented to in writing by the employee or (2) otherwise required by applicable law.

If you require leave under this policy, please notify Human Resources. Employees who make a bona fide request for leave pursuant to this policy will not be unlawfully discriminated or retaliated against for exercising their rights under this policy. However, employees remain subject to the Company's other policies and procedures.

## GEORGIA

No state-specific policies required by law to be in the handbook.

However, additional state and local laws may provide employees with additional leave rights. To the extent the state or local laws give you any additional leave rights, we will comply with those laws. If you need time away from work for any reason, please check with Human Resources.

## IOWA

### **PREGNANCY-RELATED DISABILITY LEAVE**

The Company provides female employees with unpaid disability leave for pregnancy, childbirth, and other pregnancy-related medical conditions.

Eligible employees may request leave for the period of the temporary disability, up to a maximum of eight (8) weeks. Employees requesting leave under this policy should provide as much advanced notice as possible and should provide appropriate medical certification from their healthcare provider verifying the need for leave, the amount of leave needed, and any subsequent change to the initial period of time requested.

Leave will run concurrent with Federal Family and Medical Leave and all other applicable leave allowed by law. While leave under this policy is unpaid, employees may use any paid leave available (e.g., Paid Medical Leave, Paid Sick Leave, etc.), assuming they are eligible and to the extent allowed by such policies, concurrent with any leave provided under this policy.

Upon return from leave, the employee will be returned to the same or a similar job with the equivalent pay, unless the Company's circumstances have changed so as to make it impossible or unreasonable to do so.

**POLICY AGAINST UNLAWFUL DISCRIMINATION, HARASSMENT, AND RETALIATION**

We are an Equal Employment Opportunity employer committed to providing equal opportunity in all of our employment practices, including selection, hiring, assignment, re-assignment, promotion, transfer, compensation, discipline, and termination. We are committed to providing a workplace that is free of unlawful harassment, discrimination and retaliation in compliance with applicable law, including the Illinois Human Rights Act.

In furtherance of our commitment against discrimination and harassment, the Company prohibits all discrimination and harassment based on actual or perceived race (including traits associated with race, such as hair texture and protective hairstyles like braids, locs, and twists); color; religion; national origin; work authorization status; work authorization status; ancestry; sex; sexual orientation; gender identity and expression; pregnancy, childbirth, or related medical conditions; age; disability (includes unlawful discrimination against an individual because of the employee’s association with a person with a disability); citizenship status; military status; housing status; genetic information and testing; marital status; order of protection status; unfavorable discharge from military status; arrest records; credit report/history; off duty tobacco and alcohol usage; status as a registered qualifying medical marijuana patient or a registered caregiver, or any other category protected by federal, state, or local law.

**Violation of this policy will result in disciplinary action, up to and including immediate termination.**

The Company prohibits managers and employees from harassing co-workers as well as applicants, members, vendors, suppliers, independent contractors, and others doing business with the Company. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination. The Company likewise prohibits its members, vendors, suppliers, independent contractors, and others doing business with the Company from harassing, discriminating, or retaliating against our managers and employees.

The term “workplace” includes, but is not limited to, when employees are on Company premises, at a Company-sponsored off-site event, traveling on behalf of the Company, or conducting Company business, regardless of location. This policy extends to social affairs, functions, events, travel, tradeshows, and similar gatherings whether on or off Company site(s) at any time.

By way of illustration only, and not limitation, such prohibited harassment includes:

- Racial or ethnic slurs, epithets, derogatory comments, and any other offensive remarks;
- Jokes, whether written, verbal, or electronic;
- Threats, intimidation, and other menacing behavior;
- Assault, impeding or blocking movement, or any physical interference with normal work or movement;
- Inappropriate verbal, graphic, or physical conduct;
- Sending or posting harassing messages, videos or messages via text, instant messaging, or social media; or
- Other harassing conduct based on one or more of the protected categories identified in this policy.

Sexual harassment is illegal under federal, state, and local law. Sexual harassment is a form of unlawful sex discrimination and includes harassment on the basis of sex (including same sex), sexual orientation, or gender identity.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or unwelcome conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. The term "sexual misconduct" means any behavior of a sexual nature which also involves coercion, abuse of authority, or misuse of an individual's employment position.

By way of illustration only, and not limitation, examples of unlawful and unacceptable behavior include:

- Unwanted and/or unwelcome flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails, or gifts;
- Comments, slurs, jokes, remarks, or epithets;
- Offering an employment benefit (such as a raise, promotion or career advancement) in exchange for sexual favors, or threatening an employment detriment (such as termination or demotion) for an employee's failure to engage in sexual activity;

- Visual conduct, such as leering, vulgar or sexual gestures, and displaying or posting sexually suggestive and/or derogatory objects or pictures, drawings, cartoons, or posters;
- Verbal sexual advances, propositions, or requests;
- Conversations about sexual activities;
- Sending or posting sexually-related messages, videos, messages, or social media;
- Verbal abuse of a sexual nature, graphic verbal comments about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes, or invitations;
- Physical conduct, such as touching, groping, assault, impeding, or blocking movement (regardless of the gender of either party);
- Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters or any such items; or
- Other conduct which has the purpose of unreasonably interfering with an individual's performance or which has the purpose or effect of creating an intimidating, hostile, or offensive work environment.

Further examples of prohibited sexual harassment, in addition to those articulated above, include harassment based on gender, transgender, gender identity and sexual orientation. By way of illustration only, and not limitation, some examples of such behavior include:

- Physical or verbal abuse concerning an individual's actual sex or the perception of the individual's gender, gender identity, or gender expression;
- References concerning an individual's characteristics such as pitch of voice, facial hair, or the size or shape of a person's body, including remarks that a male is too feminine or a female is too masculine;
- Verbal abuse concerning a person's characteristics such as vocal pitch, facial hair or the size or shape of a person's body;
- Intentionally and repeatedly referring to an individual by a pronoun inconsistent with their gender identity; or
- Conduct or comments consistently targeted at one gender, even if the content is not sexual.

All employees must participate in annual sexual harassment prevention training as follows:

- Employees must participate in a minimum of one (1) hour of sexual harassment prevention training annually; and
- Anyone who supervises or manages employees must participate in a minimum of two (2) hours of sexual harassment prevention training annually.

Likewise, all Chicago employees must participate in one (1) hour of annual bystander training.

Retaliation for reporting sexual harassment is illegal under federal, state, and local law. The Company prohibits retaliation against any individual for filing a complaint of or cooperating in an investigation of harassment. The Company prohibits retaliation, including threatening an individual or taking any adverse action against an individual for: (1) reporting a possible violation of this policy, or (2) participating in an investigation conducted under this policy.

All members of management are covered by this policy and are prohibited from engaging in any form of harassing, discriminatory, or retaliatory conduct. No member of management has the authority to suggest to any applicant or employee that employment or advancement will be affected by the individual entering into (or refusing to enter into) a personal relationship with any member of management, or for tolerating (or refusing to tolerate) conduct or communication that might violate this policy. Such conduct is a direct violation of this policy.

If you have any concern that this policy may have been violated by anyone, you must immediately report the matter. Due to the very serious nature of harassment, discrimination, and retaliation, you must report your concerns to (one of) the individual(s) listed below:

1. First, discuss any concern with Human Resources.
2. If you are not satisfied after you speak with your manager, or if you feel that you cannot speak to your manager, discuss your concern with the Senior Vice President of Corporate Oversight.

While we encourage you to use the reporting procedures above. If you do not feel comfortable using the reporting procedures above, you may also report potential violations of this policy by contacting the **Ethics Hotline**.\* Reports to the Ethics Hotline or Website may be made anonymously, through one of the following methods:

- Phone: 1-844-782-0435
- Online Reporting Form (from Computer): <https://greenstate.ethicspoint.com>.
- Online Reporting Form (from Mobile Phone): <https://greenstate.navexone.com>.

\*Please note, that if you make a report anonymously, we may be limited in our ability to investigate and/or keep you updated on the status of your reported concern.

If an employee makes a report to any person listed above and that person either does not respond or does not respond in a manner the employee deems satisfactory or consistent with this policy, the employee is required to report the situation to one of the other persons on the list above to receive complaints.

You should report any actions that you believe may violate our policy no matter how slight the actions may seem. We will investigate the report and then take prompt, appropriate remedial action. The Company will protect the confidentiality of employees reporting suspected violations to the extent possible consistent with our investigation. Persons who violate this or any other Company policy are subject to discipline, up to and including discharge.

You will not be penalized or retaliated against for reporting improper conduct, harassment, discrimination, retaliation, or other actions that you believe may violate this policy.

In addition, to assist our employees who are or become disabled, who suffer on-the-job injuries, or who have known limitations due to pregnancy, childbirth, or a related condition, we will make reasonable accommodations to enable such employees to continue performing the essential functions of their jobs.

If you are dissatisfied with the resolution of your concern, you may also file a complaint by visiting, writing, or calling:

**The Chicago Commission on Human Relations:**

- 740 N. Sedgwick, 4<sup>th</sup> Floor, Ste. 400, Chicago, IL 60654; Telephone: (312) 744-4111; TTY: (312) 744-1088

**The U.S. Equal Employment Opportunity Commission (EEOC):**

- Chicago District Office: 230 South Dearborn Street, Suite 1866, Chicago IL 60604; Telephone: (321) 872-9744; TTY: (866) 740-3953

**The Illinois Department of Human Rights (IDHR):**

- Chicago: 555 W. Monroe Street, Suite 700, Chicago, IL 60661; Telephone: (312) 814-6200; TTY: (866) 740-3953; Fax: (312) 814-6251
- Springfield: 524 S. 2<sup>nd</sup> Street, Suite 300, Springfield, IL 62701; Telephone: (217) 785-5100; TTY: (866) 740-3953; Fax: (217) 785-5106

You may also contact the Illinois Sexual Harassment and Discrimination Helpline at 1-877-236-7703 or visit [www.illinois.gov/dhr](http://www.illinois.gov/dhr).

## **BEREAVEMENT LEAVE**

The Company provides up to ten (10) workdays of unpaid bereavement leave per 12-month period to eligible employees to attend the funeral (or alternative to a funeral), make arrangements necessitated by the death or, or grieve the death of a child, stepchild, spouse, domestic partner, civil union partner, sibling, parent, step-parent, parent-in-law, grandchild, or grandparent (collectively referred to as a “Covered Family Member”). Family bereavement leave is also available to eligible employees under this policy for absences from work due to a miscarriage, an unsuccessful round of intrauterine insemination or other assisted reproductive technology procedure (e.g., embryo transfer, IVF), a failed adoption match or an adoption that is not finalized because it is contested by another party, a failed surrogacy agreement, a diagnosis that negatively impacts pregnancy or fertility, or a stillbirth. In the event of the death of more than one Covered Family Member in a 12-month period, an eligible employee may take up to six (6) weeks of bereavement leave during the 12-month period.

Leave taken under this policy must be completed within sixty (60) days of the date on which the employee receives notice of the death of the Covered Family Member.

The term “child” as used in this policy refers to an employee’s son or daughter who is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of an employee standing in *loco parentis*.

Employees may choose to substitute any other form of leave, paid or unpaid, for leave under this policy. Leave under this policy will run concurrently with FMLA leave, to the extent applicable. Employees who take leave under this policy will be entitled, upon return, to the same position or its equivalent.

### Employee Eligibility

To be eligible for bereavement leave under this policy, an you must: (i) have worked at least 12 months for the Company in the preceding 7 years (limited exceptions apply to the 7-year requirement); (ii) have worked at least 1,250 hours for the Company over the preceding 12 months; and (iii) currently work at a location where there are at least 50 employees within 75 miles.

### Request for Bereavement Leave

Requests for bereavement leave should be made at least forty-eight (48) hours in advance of the need for leave, unless providing such notice is not reasonable and practicable. The Company may require you to provide documentation supporting the need for leave.



### Extended Child Bereavement Leave

The Company provides up to twelve (12) weeks of unpaid child bereavement leave if the employee experiences the death of a child by suicide or homicide. Leave under this policy may be taken continuously or intermittently in increments of four (4) hours or more but must be completed within one (1) year after the loss of a child.

### Effect on Other Leaves

Leave under this policy may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave, including paid leave, as permitted by state and federal law. Please note that this policy does not create any right to take unpaid leave in excess of the unpaid leave time allowed under the unpaid leave time permitted by the federal Family and Medical Leave Act.

### Prohibition Against Retaliation

The Company will not retaliate or take adverse action against an employee who requests or uses leave pursuant to this policy.

## **FAMILY MILITARY LEAVE**

The Company provides up to thirty (30) days of unpaid time off to employees whose family members are called to serve over thirty (30) days in the military. "Family members" under this policy includes the spouse, civil union partner, parent, child, or grandchild of an employee. To be eligible for leave, employees must have been employed by the Company for 12 months and worked at least 1,250 hours during the 12-month period immediately preceding the start of the leave.

Employees are required to provide at least fourteen (14) days' advance notice if the requested leave is for five (5) or more consecutive workdays. For leaves of less than five (5) days, employees are required to provide as much advance notice as possible. Employees are required to provide certification from the proper military authority to verify eligibility for the leave requested and Company reserves the right to request certification from the proper military authority to verify eligibility.

Employees may be asked to use accrued, unused paid time off (except for sick time) in lieu of the unpaid leave provided under this policy. Leave under this policy may run concurrently with the Family and Medical Leave Act for qualifying exigency and/or any other leave where permitted under state and federal law.

## **FLEXIBLE TIME OFF (FTO) (SCHEDULED)/FLEXIBLE TIME OFF (FTU) (UNSCHEDULED) FOR NON-COMMISSIONED EMPLOYEES AND SICK LEAVE FOR COMMISSIONED, TEMPORARY, INTERN, AND SEASONAL EMPLOYEES**

Consistent with The Illinois Paid Leave for All Workers Act and Cook County Paid Leave ordinance, employees eligible for FTO/FTU or for sick leave in accordance with the Employee Handbook may use any such time away from work for vacation, short-term sick leave or injury, care of a family member, preventative medical care, safe leave, personal leave, bereavement, or any other reason determined by the employee.

Please note that unless otherwise required by law, leave is subject to the other usage terms outlined in our policy (including but not limited to amount of time which may be taken consecutively at any given time).

Employees will not be required to make-up any such time or to find a replacement while on leave.

Paid leave under this policy must be scheduled and approved in accordance with the FTO/FTU and sick leave provisions in the Employee Handbook. Where foreseeable (e.g., vacation or appointments), employees must request leave as far in advance as possible, no later than seven (7) days in advance. Where unforeseeable (e.g., sudden illness or emergencies), employees must request leave as soon as practicable. Requests may be made orally or in writing. Employees must follow the Company's normal absence procedures for notifying the Company of any need for leave under this policy and should see our Absenteeism and Tardiness policy for additional information.

While the Company does not require employees to provide documentation/certification as proof of or support of the need for leave, the Company does expect employees to follow the appropriate notice and scheduling requirements above. Any information obtained by the Company in connection with leave taken under this policy will remain confidential, to the extent required by law.

Please see the FTO/FTU and sick leave policies in our Employee Handbook for additional information. Our FTO/FTU and sick leave policies will be interpreted and enforced consistent with applicable law. To the extent this policy is or appears to be inconsistent with applicable law, applicable law will govern.

### **SCHOOL VISITATION LEAVE**

The Company provides employees who have completed at least six (6) months of employment, with up to eight (8) hours of unpaid leave during the school year to attend their child's school

conference, behavioral meeting, or academic meeting, where such activity cannot be scheduled during non-work hours.

Employees eligible for FTO/FTU may use their FTO/FTU time for leave under this policy. Employees who are not eligible for FTO/FTU will be provided with unpaid leave.

Employees seeking leave must provide at least seven (7) days' advance written notice. In emergency situations, where leave is unforeseeable, employees must provide notice as soon as practicable, at least twenty-four (24) hours' advance notice of the need for leave where possible. Leave should be scheduled so as not to disrupt Company operations.

An employee using leave may make up the time off on a different day or shift as approved by the Company. However, employees will not be required to make up any leave taken under this policy.

In connection with leave, the Company may require employees to provide documentation supporting their need for leave.

#### **LEAVE FOR VICTIMS OF DOMESTIC, SEXUAL, OR GENDER VIOLENCE AND OTHER CRIMES OF VIOLENCE**

The Company provides twelve (12) workweeks during any twelve (12) month period of unpaid time away from work to employees who are victims of domestic violence, sexual violence, gender violence, or other crimes of violence or have family or household members who are victims of domestic violence, sexual violence, gender violence, or other crimes of violence. When appropriate, leave under this policy may be taken consecutively, intermittently, or for a reduced schedule.

Leave under this policy may be provided for the following reasons:

1. To obtain medical attention for physical or psychological injuries, or recover from such injuries caused by domestic violence, sexual violence, or gender violence to the employee or employee's family member or household member;
2. To obtain services from a victim services organization for the employee or employee's family member or household member;
3. To participate in safety planning, temporarily or permanently relocate, or take other actions to ensure the health and safety of the employee or the employee's family member

or household member, from future domestic violence, sexual violence, or gender violence or to ensure economic security;

4. To seek legal assistance or remedies, including preparing for or participating in any civil or legal proceeding to ensure the health and safety of the employee or employee's family member or household member;
5. To obtain psychological or other counseling for the employee or employee's family member or household member; or
6. When an employee's family member or household member is killed as a victim of a violent crime.

"Family or household members" include spouses; parties to civil unions; parents and grandparents; children; grandchildren; siblings or any other person related by blood or by present/prior marriage or civil union; another person who shares a relationship through a child; any other individual whose close association with the employee is the equivalent of a family relationship as determined by the employee; and persons jointly residing in the same household.

In the event an employee needs leave under this policy due to the death of a family member or household member as a victim of violent crime, the employee may use of up ten (10) days of additional unpaid leave to make arrangements, attend the funeral or similar occasion, or mourn/grieve the death. This leave must be taken within sixty (60) days after learning of the death and this leave will run concurrently with leave under the Company's Bereavement Policy.

To take this leave under this policy, affected employees must provide the Company with at least forty-eight (48) hours advance notice, unless such advance notice is not possible due to an emergency. In emergency circumstances or for unscheduled/emergency court appearances the employee must provide notice as soon as practicable. In emergency situations, the Company will not take action against the employee if, within a reasonable time after the absence, they provide the Company with documentation that their absence was necessary. The Company will not request or require more than one document to be submitted during the same 12-month period that leave is requested or taken if the reason for leave is related to the same incident or incidents of violence or the same perpetrator or perpetrators of the violence.

The Company will hold the information that the employee provides to the Company in order to request the leave in confidence, except to the extent that disclosure is requested or consented to in writing by the employee; or otherwise required by applicable federal or state law. For more information regarding this leave please contact Human Resources.

Employees may elect to use earned paid or unpaid leave (including family, medical, sick, annual, personal, or similar leave) to run concurrent with leave provided under this policy. Please note that this policy does not create a right for employees to take unpaid leave that exceeds the

unpaid leave time allowed under the leave time permitted by the Federal Family and Medical Leave Act.

The Company encourages employees who think they might be at risk of a domestic or intimate partner coming to the workplace to commit an act of violence to share information with a manager, security personnel, Human Resources personnel, or other company representative about the potential risk. The Company will make reasonable accommodations to protect the reporting employee and all employee from the risk of violence.

The Company will not discriminate or retaliate against any employee because the employee was involved in, is, or is perceived to be a victim of domestic violence, sexual violence, or gender violence. Similarly, the Company will not discriminate or retaliate against any employee for attending, participating in, preparing for, or requesting leave to attend, participate in, or prepare for a criminal or civil legal proceeding relating to an incident of domestic violence, sexual violence, or gender violence or because the employee requested a workplace accommodation in response to actual or threatened domestic violence, sexual violence, or gender violence or for engaging in any other activity protected by law. An employee who feels they have been discriminated or retaliated against in violation of this policy must report it to Human Resources immediately.

## **SEPARATION FROM EMPLOYMENT**

The Company pays eligible employees for up to eighty (80) hours of unused FTU or unused sick leave at the end of employment, unless otherwise required by law. Likewise, the Company pays eligible employees for unused Sabbatical Leave at the end of employment.

Employees who are not eligible for FTU or Sabbatical Leave will not be paid for any such time at the end of employment.

## **MASSACHUSETTS**

### **POLICY AGAINST UNLAWFUL DISCRIMINATION, HARASSMENT, AND RETALIATION**

We are an Equal Employment Opportunity employer committed to providing equal opportunity in all of our employment practices, including selection, hiring, assignment, re-assignment, promotion, transfer, compensation, discipline, and termination. We are committed to providing a workplace that is free of unlawful harassment, discrimination and retaliation in compliance with applicable law.

In furtherance of our commitment against discrimination and harassment, the Company prohibits all discrimination and harassment relating to an individual's race (including hair texture, hair type and hairstyles, like braids, locks, twists, Bantu knots and other formations); color; religion; religious creed; genetic information; national origin; sex; sexual orientation; gender

identity or expression; ancestry; pregnancy, childbirth, or related medical conditions (including lactation); age; disability or handicap; citizenship status; veteran or service member status; status as a medical marijuana patient; admission to a mental facility; or any other category protected by federal, state, or local law.

**Violation of this policy will result in disciplinary action, up to and including immediate discharge.**

The term “workplace” includes, but is not limited to, when employees are on Company premises, at a Company-sponsored off-site event, traveling on behalf of the Company, or conducting Company business, regardless of location. This policy extends to social affairs, functions, events, travel, tradeshow, and similar gatherings, whether on or off Company site(s), at any time

If you have any questions about what constitutes harassing behavior or what conduct is prohibited by this policy, please discuss the questions with a member of management or one of the contacts listed in this policy. At a minimum, the term “harassment” as used in this policy includes:

- Offensive remarks, comments, jokes, slurs, or verbal conduct pertaining to an individual’s protected class;
- Offensive pictures, drawings, photographs, figurines, or other graphic images, conduct, or communications, including e-mail, faxes, and copies pertaining to an individual’s protected class;
- Offensive sexual remarks, sexual advances, or requests for sexual favors regardless of the gender of the individuals involved; or
- Offensive physical conduct, including touching and gestures, regardless of the gender of the individuals involved.

Examples of prohibited sexual harassment, in addition to the above, include harassment based on gender, gender identity, and/or sexual orientation. By way of illustration only, and not limitation, some examples of such behavior include:

- Physical or verbal abuse concerning an individual’s actual sex or the perception of the individual’s sex;
- Verbal abuse or references concerning a person’s characteristics such as vocal pitch, facial hair or the size or shape of a person’s body, including remarks that a male is too feminine, or a female is too masculine; or

- Intentionally and repeatedly referring to an individual by a pronoun inconsistent with their gender identity.

We also absolutely prohibit retaliation, which includes: threatening an individual or taking any adverse action against an individual for (1) reporting a possible violation of this policy, or (2) participating in an investigation conducted under this policy.

In Massachusetts, the legal definition for sexual harassment includes: sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- a. Submission to or rejection of such advances, requests, or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- b. Such advances, requests, or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating, or sexually-offensive work environment.

Under these definitions, direct or implied requests by a manager for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment. This may include the dissemination of sexually explicit voice mail, email, graphics, downloaded material, or web sites in the workplace. The conduct prohibited by this policy includes conduct in any form including but not limited to email, voice mail, chat rooms, Internet use or history, text messages, pictures, images, writings, words, or gestures.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances—whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;

- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experiences;
- Discussion of one's sexual activities;
- Making sexist remarks or derogatory comments based upon gender; or
- Other conduct which has the purpose or effect of unreasonably interfering with an individual's performance or which has the purpose or effect of creating an intimidating, hostile, or offensive working environment.

All members of management are covered by this policy and are prohibited from engaging in any form of harassing, discriminatory, or retaliatory conduct. No member of management has the authority to suggest to any applicant or employee that employment or advancement will be affected by the individual entering into (or refusing to enter into) a personal relationship with any member of management, or for tolerating (or refusing to tolerate) conduct or communication that might violate this policy. Such conduct is a direct violation of this policy.

Even non-employees are covered by this policy. We prohibit harassment, discrimination, or retaliation against applicants and employees in connection with their work by non-employees. Immediately report any harassing or discriminating behavior by non-employees, including vendors, members, and employees of contractors or subcontractors. Any employee who experiences or observes harassment, discrimination, or retaliation should report it using the steps listed below.

**If you have any concern that this policy may have been violated by anyone, you must immediately report the matter. Due to the very serious nature of harassment, discrimination and retaliation, you must report your concerns to one of the individuals listed below:**

1. First, discuss any concern with Human Resources.
2. If you are not satisfied after you speak with Human Resources, or if you feel that you cannot speak to Human Resources, discuss your concern with the Senior Vice President of Corporate Oversight.

While we encourage you to use the reporting procedures above. If you do not feel comfortable using the reporting procedures above, you may also report potential violations of this policy by contacting the **Ethics Hotline**.\* Reports to the Ethics Hotline or Website may be made anonymously, through one of the following methods:

- Phone: 1-844-782-0435



- Online Reporting Form (from Computer): <https://greenstate.ethicspoint.com>.
- Online Reporting Form (from Mobile Phone): <https://greenstate.navexone.com>.

\*Please note, that if you make a report anonymously, we may be limited in our ability to investigate and/or keep you updated on the status of your reported concern.

If an employee makes a report to any person listed above and that person either does not respond or does not respond in a manner the employee deems satisfactory or consistent with this policy, the employee is required to report the situation to one of the other persons on the list above designated in this policy to receive complaints.

**You should report any actions that you believe may violate our policy no matter how slight the actions may seem.**

We will investigate the report and then take prompt, appropriate remedial action. The Company will protect the confidentiality of employees reporting suspected violations of this or any other Company policy to the extent possible consistent with our investigation.

**You will not be penalized or retaliated against for reporting improper conduct, harassment, discrimination, retaliation, or other actions that you believe may violate this policy.**

We are serious about enforcing our policy against harassment. Persons who violate this or any other Company policy are subject to discipline, up to and including discharge.

We cannot resolve a potential policy violation unless we know about it. You are responsible for reporting possible policy violations to us so that we can take appropriate actions to address your concerns.

We strongly encourage our employees to file a complaint of harassment using our Company's complaint procedure. However, using our internal complaint process does not prohibit you from contacting one of the following agencies:

■ Massachusetts Commission Against Discrimination

Boston Office: One Ashburton Place, Room 601, Boston, MA 02108-1518, (617) 994-6000 (voice), (617) 994-6196 (TTY)

Springfield Office: 436 Dwight Street, Room 220, Springfield, MA 01103, (413) 739-2145

Worcester Office: Worcester City Hall, 484 Main Street, Room 320, Worcester, MA 01608. (508) 453-9630

New Bedford Office: Demello International Center, 128 Union St., Suite 206, New Bedford, MA 02740, (774) 510-5801

- Equal Employment Opportunity Commission, John F. Kennedy Federal Building, Government Center, 4th Floor, Room 475, Boston, MA 02203, (800) 669-4400 (voice), (800) 669-6820 (TTY). Complaints must be filed within 300 days of the adverse action.

## **MASSACHUSETTS PAID FAMILY AND MEDICAL LEAVE BENEFITS**

The Company provides paid family and medical leave benefits to eligible employees. Family and medical leave benefits provide employees with a partial wage replacement when an employee is unable to work because of family, medical and/or parental needs. An eligible employee's weekly benefit amount is based on the employee's earnings, with a maximum benefit as determined annually by the Massachusetts Department of Family and Medical Leave.

Contributions are funded through employee payroll deductions, as authorized by law. The deductions are remitted to the Massachusetts Department of Family and Medical Leave Employment Security Trust Fund.

### Definitions

As used in this policy, the following definitions apply:

"Benefit Year" means the period of fifty-two (52) consecutive weeks beginning on the Sunday immediately preceding the first day that job-protected leave starts.

"Child" means a biological, adopted or foster child, a stepchild or legal ward, a child to whom the employee stands *in loco parentis*, or a person to whom the covered individual stood *in loco parentis* when the person was a minor child.

"Family Member" means a child (biological, adopted, foster, step, legal ward, or child to whom the employee stands *in loco parentis*), spouse, domestic partner, parent or parent of a spouse or domestic partner, a person who stood *in loco parentis* to the employee when the employee was a minor child, a grandchild, grandparent, or sibling of the employee.

### Benefit Amount

Following a qualifying period consisting of the first seven (7) calendar days of leave, benefits will be paid based on the reason for leave, as follows:

- Family Leave for Birth, Adoption, Foster Care or Qualifying Exigency – Employees will receive up to twelve (12) weeks of leave per Benefit Year for the birth, adoption, or foster care placement of a child, or because of a qualifying exigency arising out of the fact that

a family member is on active duty or has been notified of an impending call to active duty in the Armed Forces. Leave may be taken on an intermittent or reduced leave schedule basis only with Company approval.

- Family Leave for a Service Member – Employees will receive up to twenty-six (26) weeks of leave per Benefit Year for the care of a family member who is a covered service member undergoing medical treatment or otherwise addressing consequences of a serious health condition relating to the family member’s military service. Leave may be taken on an intermittent or reduced leave schedule.
- Employee Medical Leave – Employees will receive up to twenty (20) weeks of leave per Benefit Year for their own serious health condition that incapacitates the employee from working. Leave may be taken intermittently if medically necessary. Employees must notify the Company, upon their request for leave, of the reasons why the intermittent/reduced schedule is necessary and of the schedule for treatment, if applicable. The Company will work with the employee on a leave schedule that meets the employee’s needs without unduly disrupting the Company business, subject to the approval of the employee’s healthcare provider.
- Family Medical Leave – Employees will receive up to twelve (12) weeks of leave per Benefit Year for the care of a family member with a serious health condition. Leave may be taken on an intermittent or reduced leave schedule if the healthcare provider determines it’s medically necessary.

During the qualifying period, employees may use any paid time off applicable and available, and should follow the Company’s normal call-in requirements.

Eligible employees cannot receive payment for more than twenty-six (26) weeks of leave, in the aggregate, of paid family and medical leave in a single Benefit Year. The state generally will not provide benefits for intermittent leave of less than fifteen (15) minutes.

### Scheduling Leave

Employees must provide at least thirty (30) days’ notice to the Company of the anticipated start date of any leave, the anticipated length of leave, and the expected date of return. Employees unable to provide thirty (30) days’ notice due to circumstances beyond their control are required to provide notice as soon as practicable. To the extent possible, employees must make reasonable efforts to schedule leave so as not to unduly disrupt business operations.

Notice must generally be provided to the Company prior to submitting an application to the state for family and medical leave benefits. All applications for benefits must be supported by certification that the need for leave is for a qualifying reason. Under certain circumstances, an employee may be able to request an extension of benefits; please see Human Resources for additional information.

Employees who choose to use available Company offered paid leave will not receive paid family and medical leave benefits for any period in which they choose to use such paid leave. Their paid family and medical leave allotment, however, will run concurrent with the paid leave.

### Intermittent Leave

An employee who is approved for and takes leave on an intermittent or reduced schedule and who fails to work during the times or on the schedule agreed to with the Company may be subject to disciplinary action.

### Health Benefits

The Company will maintain the employee's existing health benefits for the duration of such leave as if the employee had continued to work, from the date leave commenced until the date the employee returns to employment. The employee will be responsible for covering their portion of health insurance premiums while out on leave.

### Interaction with Other Leaves

In most circumstances, leave taken under the Family Medical Leave Act ("FMLA"), Massachusetts Paid Family and Medical Leave Act ("PFML"), and Massachusetts Parental Leave Act ("MPLA") will run concurrently to the extent the employee is eligible for each leave.

Employees can choose to use accrued Company-provided paid leave (e.g., Paid Medical Leave, Paid Parental Leave, Paid Sick Leave, etc.) instead of receiving the state's weekly benefit, however any such Company-provided paid leave benefit will run concurrent with state-provided leave periods. For example, if an employee elects to use Company paid time off benefits for two (2) weeks instead of being paid state benefits, the employee would only have a total of ten (10) weeks of PFML benefits remaining.

Unless otherwise allowed by law, employees may not use any Company provided paid time off benefits (e.g., Paid Medical Leave, Paid Parental Leave, Paid Sick Leave, etc.) while they are receiving PFML benefits.

### Return from Leave

At the end of leave, employees will generally be returned to their former position or a position equivalent in status, pay, employment benefits, length-of-service credit, and seniority as of the date of leave (limited exceptions may apply). Employees using leave due to their own serious health condition may be required to provide certification from a health care provider that they are able to perform the essential functions of their job and able to return to work.

The Company is not required to restore employees who are hired on a temporary, term or project

basis, if the employment assignment, term or project is over and the Company would not otherwise have continued the employee's employment.

An employee who fails to return to work following the expiration of leave, may be subject to disciplinary action.

### No Discrimination or Retaliation

The taking of leave under this policy will not affect an employee's previously held right to paid time off, sick leave, bonuses, advancement, seniority, length-of-service credit, or other employment benefits, plans or programs.

The Company does not discriminate or retaliate against employees for taking or requesting the benefits offered under this policy and in accordance with applicable law. Managers are prohibited from discriminating or retaliating against employees for taking or requesting benefits under this policy.

### Additional Information

The Company will provide employees with additional information regarding paid family and medical leave benefits, including instructions on how to file a claim for benefits, at the start of employment.

### Questions

If you have questions regarding benefits offered under this policy, please contact Human Resources for additional information or visit <https://www.mass.gov/topics/paid-family-and-medical-leave-in-massachusetts>

### **FLEXIBLE TIME OFF (FTO) (SCHEDULED)/FLEXIBLE TIME OFF (FTU) (UNSCHEDULED) FOR NON-COMMISSIONED EMPLOYEES**

Consistent with state paid sick leave requirements, employees eligible for FTO/FTU may use any such time away from work for vacation, sick leave, personal leave, or any other reason allowed by law, including but not limited to:

1. Care for the employee's child, spouse, parent, or parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
2. Care for the employee's own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;

3. To attend the employee's routine medical appointment or a routine medical appointment for the employee's child, spouse, parent, or parent of spouse;
4. To address the psychological, physical or legal effects of domestic violence, including abuse committed against an employee or the employee's child by: a current or former spouse of the employee; a person with whom the employee shares a child in common; a person who is cohabitating with or has cohabitated with the employee; a person who is related by blood or marriage; or a person with whom the employee has or had a dating or engagement relationship; or
5. To travel to and from an appointment, a pharmacy, or other location related to the purpose for which time was taken.

Please note that unless otherwise required by law, leave is subject to the other usage terms outlined in our policy (including but not limited to amount of time which may be taken consecutively at any given time).

Employees will not be required to make-up any such time or to find a replacement while on leave.

The Company will require verification from a health care provider regarding the need for leave for absences which:

1. Exceed more than twenty-four (24) consecutively scheduled work hours;
2. Exceed three (3) consecutive days on which the employee was scheduled to work;
3. Occurs within two (2) weeks prior to an employee's final scheduled day of work (except in the case of temporary employees); or
4. Occurs after four (4) unforeseeable and undocumented absences within a three (3) month period.

The Company will maintain the information provided confidential, to the extent required by law.

Please see the FTO/FTU policy in our employee handbook for additional information. Our FTO/FTU policy will be interpreted and enforced consistent with applicable law. To the extent this policy is or appears to be inconsistent with applicable law, applicable law will govern.

#### **PAID SICK LEAVE FOR COMMISSIONED, TEMPORARY, INTERN, AND SEASONAL EMPLOYEES**

Consistent with state paid sick leave requirements, employees eligible for paid sick leave may use any such time away from work for injury, illness or any other reason allowed by law, including but not limited to:

1. Care for the employee's child, spouse, parent, or parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
2. Care for the employee's own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
3. To attend the employee's routine medical appointment or a routine medical appointment for the employee's child, spouse, parent, or parent of spouse;
4. To address the psychological, physical or legal effects of domestic violence, including abuse committed against an employee or the employee's child by: a current or former spouse of the employee; a person with whom the employee shares a child in common; a person who is cohabitating with or has cohabitated with the employee; a person who is related by blood or marriage; or a person with whom the employee has or had a dating or engagement relationship; or
5. To travel to and from an appointment, a pharmacy, or other location related to the purpose for which time was taken.

The Company will require verification from a health care provider regarding the need for leave for absences which:

1. Exceed more than twenty-four (24) consecutively scheduled work hours;
2. Exceed three (3) consecutive days on which the employee was scheduled to work;
3. Occurs within two (2) weeks prior to an employee's final scheduled day of work (except in the case of temporary employees); or
4. Occurs after four (4) unforeseeable and undocumented absences within a three (3) month period.

The Company will maintain the information provided confidential, to the extent required by law.

In the rare event applicable law requires us to provide any additional sick leave in excess of our policy, we will comply with applicable law. Our paid sick leave policy will be interpreted and enforced consistent with applicable law. To the extent this policy is or appears to be inconsistent with applicable law, applicable law will govern.

## **SCHOOL ACTIVITIES AND SMALL NECESSITIES LEAVE**

Employees who work in a Massachusetts location and are eligible for leave under the Company's FMLA policy, as detailed in the Company's Employee Handbook, may also be eligible for unpaid leave for certain family obligations in accordance with Massachusetts law. To be eligible, the employee must have been employed at least one year and must have worked at least 1,250 hours in the twelve (12) months preceding the leave. If eligible, the employee may take up to twenty-four (24) hours of leave in a twelve (12)-month period for any of the following reasons:

1. Participate in school activities directly related to the educational advancement of the employee's children, such as parent-teacher conferences or interviewing at a new school;
2. Accompany children to routine medical or dental appointments, such as check-ups or vaccinations; or
3. Accompany elderly relatives (at least sixty (60) years of age) to routine medical or dental appointments or appointments for other professional services related to the elder's care.

While leave under this policy is unpaid, employees may use any FTO/FTU or other paid leave available to run concurrent with leave under this policy, to the extent allowed by those policies.

Leave may be taken intermittently or on a reduced leave schedule. If the leave is foreseeable, the employee must provide the employer with at least seven (7) days prior notice. If the leave is not foreseeable, notice as soon as practical is required. The Company may require documentation substantiating the need for leave.

## **PARENTAL LEAVE**

The Company will provide eligible full-time employees who have completed their introductory period, with up to eight (8) weeks of unpaid parental leave for the birth of a child to the employee or the employee's spouse, adopting a child under age eighteen (18), adopting a person under age twenty-three (23) who is mentally or physically disabled, for the placement of a child pursuant to a court order, or to care for a newly born or newly adopted child.

When foreseeable, employees seeking leave must provide the Company with at least two (2) weeks' advance notice prior to the beginning of this leave. When the need for leave is unforeseeable, the employee must provide as much notice as practicable. The Company may require documentation substantiating the employee's need for leave.

Employees may request extensions of leave where necessary and the Company will consider such requests based upon the individual circumstances of each situation, along with any applicable legal considerations. Any leave extension allowing more than eight (8) weeks total of Parental Leave may result in the denial of reinstatement or the loss of other rights or benefits.



The Company will not require you to take a leave of absence, simply because you are expecting the birth of a child or intending to adopt. Likewise, the Company will not force an employee to take leave prior to giving birth if they are willing and able to safely continue working. The Company also will not prevent the employee from returning to work after they recover from any temporary disability associated with their pregnancy or related condition. However, the Company may request proof of ability to work, consistent with its customary practices.

While on leave, the Company will maintain the employee's benefits subject to the same terms. The employee remains responsible for paying their portion of insurance premiums.

Upon return, the employee will be returned to their previous position or a position similar in benefits and pay. Employees returning from Parental Leave have no greater rights to reinstatement or to other benefits and conditions of employment than other employees who were continuously working during the leave period. The Company is not required to restore an employee to their previous position if other similarly situated employees have been laid off due to economic conditions or due to other changes in operating conditions affecting employment during the period of Parental Leave. Parental Leave does not affect an employee's entitlement to bonuses, seniority, benefits, etc.

To the extent there are two (2) eligible employees seeking leave under this policy for the same child, combined leave may be limited to a total of eight (8) weeks.

Leave will run concurrent with Federal Family and Medical Leave and all other applicable leave allowed by law. While leave under this policy is unpaid, employees may use any paid leave available (e.g., Paid Medical Leave, Paid Sick Leave, etc.), assuming they are eligible and to the extent allowed by such policies, concurrent with any leave provided under this policy.

The Company will not discriminate or retaliate against an employee for requesting or using leave under this policy.

## **SEPARATION FROM EMPLOYMENT**

The Company pays eligible employees for unused Sabbatical Leave at the end of employment. Employees who are not eligible for Sabbatical Leave will not be paid for any such time at the end of employment.

**FLEXIBLE TIME OFF (FTO) (SCHEDULED)/FLEXIBLE TIME OFF (FTU) (UNSCHEDULED)  
FOR NON-COMMISSIONED EMPLOYEES**

Consistent with state paid sick leave requirements, employees eligible for FTO/FTU may use any such time away from work for vacation, sick leave, or any other reason allowed by law, including but not limited to:

1. The employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee;
2. The employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of the employee;
3. If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
4. When the Company is closed by order of a public official due to a public health emergency;
5. When an employee needs to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or
6. When it has been determined by the health authorities having jurisdiction or by a health care provider that the employee or employee's family member's presence in the community would jeopardize the health of others because of the employee or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

Please note that unless otherwise required by law, leave is subject to the other usage terms outlined in our policy (including but not limited to amount of time which may be taken consecutively at any given time). Employees will not be required to make-up any such time or to find a replacement while on leave.

The Company may require verification regarding the need for leave. The Company will maintain

the information provided confidential, to the extent required by law.

Please see the FTO/FTU policy in our employee handbook for additional information. Our FTO/FTU policy will be interpreted and enforced consistent with applicable law. To the extent this policy is or appears to be inconsistent with applicable law, applicable law will govern.

### **PAID SICK LEAVE FOR COMMISSIONED, TEMPORARY, INTERN, AND SEASONAL EMPLOYEES**

Consistent with state paid sick leave requirements, employees eligible for paid sick leave may use any such time away from work for injury, illness or other reason allowed by law, including but not limited to:

1. The employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee;
2. The employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of the employee;
3. If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
4. When the Company is closed by order of a public official due to a public health emergency;
5. When an employee needs to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or
6. When it has been determined by the health authorities having jurisdiction or by a health care provider that the employee or employee's family member's presence in the community would jeopardize the health of others because of the employee or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

The Company may require verification regarding the need for leave. The Company will maintain the information provided confidential, to the extent required by law.

In the rare event applicable law requires us to provide any additional sick leave in excess of our policy, we will comply with applicable law. Our paid sick leave policy will be interpreted and enforced consistent with applicable law. To the extent this policy is or appears to be inconsistent with applicable law, applicable law will govern.

## MINNESOTA

### ACCESS TO PERSONNEL FILES

Employees have the opportunity to review their personnel file upon written request, once every six (6) months. The Company will attempt to comply with a request within seven (7) workdays, if the file is located within the state, and within fourteen (14) workdays if the file is located outside of the state. The personnel file will be made available to the employee during normal business hours at the employee's worksite or other nearby location and in the presence of a Company representative

Unless otherwise required by law, information such as letters of reference, results of employer testing, written comments of a personal nature about another employee, or written comments made by and kept in sole possession of the employee's manager are **not** part of the personnel record subject to review. An employee may have the opportunity to provide a written response, not to exceed five (5) pages, to any disputed information in their personnel record.

After reviewing their files, employees may receive a copy of their personnel file upon written request. For more information, contact your manager.

The Company will not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against an employee for asserting rights or remedies under the Minnesota's Personnel Record Law, including as set forth above. The Company reserves the right to deny review if the request is not made in good faith. Employees who have concerns regarding requests to review of their personnel file, discrimination, or retaliation should promptly contact Human Resources.

### FLEXIBLE TIME OFF (FTO) (SCHEDULED)/FLEXIBLE TIME OFF (FTU) (UNSCHEDULED) FOR NON-COMMISSIONED EMPLOYEES

Consistent with state paid sick leave requirements, employees eligible for FTO/FTU may use any such time for vacation, sick leave, personal leave, or any other reason allowed by law, including but not limited to the following purposes:

1. To care for the employee's own mental or physical illness, injury or health condition, including an employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury or health condition, or preventative medical care;

2. To care for the employee's family member with a mental or physical illness, injury or health condition, including medical diagnosis, care, treatment of a mental or physical illness, injury or health condition, or preventative medical care;
3. An absence due to domestic abuse, sexual assault, or stalking of the employee or the employee's family member, provided the absence is to: (a) seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking; (b) obtain services from a victim services organization; (c) obtain psychological or other counseling; (d) seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking; or (e) seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking;
4. The closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency. This includes but is not limited to closure by order of a public official to limit exposure to an infectious agent, biological toxin, or hazardous material or other public health emergency;
5. The employee's inability to work or telework because the employee is: (a) prohibited from working by the employer due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or (b) seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the employer has requested a test or diagnosis;
6. When it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease;
7. To accommodate the employee's need to care for a family member whose school or place of care has been closed by order of a public official to limit exposure to an infectious agent, biological toxin, or hazardous material or other public health emergency; or
8. To accommodate the employee's need to care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected closure as well as the need to care for a family member due

to Coronavirus symptoms, testing, infection, screening, quarantine, or vaccine-related complications.

Please note that unless otherwise required by law, leave is subject to the other usage terms outlined in our policy (including but not limited to amount of time which may be taken consecutively at any given time).

The Company may require documentation for leave lasting three (3) or more consecutive days, to support the need for leave. The Company will maintain the confidentiality of information provided in connection with leave to the extent required by law.

Employees will not be required to make-up any such time or to find a replacement while on leave. Further, leave taken consistent with our policy will not count against any absenteeism policy and will not result in discipline, discharge, demotion, suspension, or any other adverse action.

The Company will not discriminate or retaliate against an eligible employee because the employee has exercised rights under this policy or applicable law in good faith. Such rights include, but are not limited to, requesting or using accrued or earned time, requesting a statement of accrued Sick and Safe Time, informing any person of their potential rights under applicable law or about any alleged violation by the Company, making a complaint or filing an action to enforce a right to Sick and Safe Time or participating in any manner in an investigation, proceeding, or hearing under applicable law. An employee has the right to file a complaint or bring a civil action if Sick and Safe Time is denied by the employer or the employee is retaliated against for requesting or using Sick and Safe Time. However, an employee who misuses or abuses this policy (e.g., misrepresents the reason for use of Sick and Safe Time) may be disciplined.

Please see the FTO/FTU policy in our employee handbook for additional information. Our FTO/FTU policy will be interpreted and enforced consistent with applicable law. To the extent this policy is or appears to be inconsistent with applicable law, applicable law will govern.

#### **PAID SICK LEAVE FOR COMMISSIONED, TEMPORARY, INTERN, AND SEASONAL EMPLOYEES**

Consistent with state paid sick leave requirements, employees eligible for paid sick leave may use any such time away from work for injury, illness or any other reason allowed by law, including but not limited to the following purposes:

1. To care for the employee's own mental or physical illness, injury or health condition, including an employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury or health condition, or preventative medical care;

2. To care for the employee's family member with a mental or physical illness, injury or health condition, including medical diagnosis, care, treatment of a mental or physical illness, injury or health condition, or preventative medical care;
3. An absence due to domestic abuse, sexual assault, or stalking of the employee or the employee's family member, provided the absence is to: (a) seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking; (b) obtain services from a victim services organization; (c) obtain psychological or other counseling; (d) seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking; or (e) seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking;
4. The closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency. This includes but is not limited to closure by order of a public official to limit exposure to an infectious agent, biological toxin, or hazardous material or other public health emergency;
5. The employee's inability to work or telework because the employee is: (a) prohibited from working by the employer due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or (b) seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the employer has requested a test or diagnosis;
6. When it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease;
7. To accommodate the employee's need to care for a family member whose school or place of care has been closed by order of a public official to limit exposure to an infectious agent, biological toxin, or hazardous material or other public health emergency; or
8. To accommodate the employee's need to care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected closure as well as the need to care for a family member due to Coronavirus symptoms, testing, infection, screening, quarantine, or vaccine-related complications.

The Company may require documentation for leave lasting three (3) or more consecutive days, to support the need for leave. The Company will maintain the confidentiality of information provided in connection with leave to the extent required by law.

Employees will not be required to make-up any such time or to find a replacement while on leave. Further, leave taken consistent with our policy will not count against any absenteeism policy and will not result in discipline, discharge, demotion, suspension, or any other adverse action.

The Company will not discriminate or retaliate against an eligible employee because the employee has exercised rights under this policy or applicable law in good faith. Such rights include, but are not limited to, requesting or using accrued or earned time, requesting a statement of accrued Sick and Safe Time, informing any person of their potential rights under applicable law or about any alleged violation by the Company, making a complaint or filing an action to enforce a right to Sick and Safe Time or participating in any manner in an investigation, proceeding, or hearing under applicable law. An employee has the right to file a complaint or bring a civil action if Sick and Safe Time is denied by the employer or the employee is retaliated against for requesting or using Sick and Safe Time. However, an employee who misuses or abuses this policy (e.g., misrepresents the reason for use of Sick and Safe Time) may be disciplined.

Leave provided under this policy may run concurrent with Federal Family and Medical Leave and/or any other leave allowed by law.

In the rare event applicable law requires us to provide any additional sick leave in excess of our policy, we will comply with applicable law. Our paid sick leave policy will be interpreted and enforced consistent with applicable law. To the extent this policy is or appears to be inconsistent with applicable law, applicable law will govern.

## **FAMILY MILITARY LEAVE**

Eligible employees who are the spouse, parent, child, grandparent, or sibling of a member of the United States Armed Forces who is injured or killed while engaged in active service may take up to ten (10) days of unpaid family military leave.

In addition, eligible employees who are the spouse, parent, legal guardian, child, grandparent, grandchild, sibling, or fiancé, of a member of the U.S. Armed Forces who has been ordered into active service in support of a war or other national emergency may take up to one (1) day of unpaid military ceremonies leave each calendar year to attend a send-off or homecoming ceremony for the service member. This leave may be limited to the actual time necessary for the employee to attend the ceremony. Additionally, the Company may deny the request for leave if it would unduly disrupt the operations of the Company.



Employees must provide the Company with as much notice as possible of the need for leave under this policy.

### **PREGNANCY AND FAMILY MEDICAL LEAVE FOR PREGNANCY**

Employees will be provided with up to twelve (12) weeks of unpaid parental leave that can be used for pregnancy, childbirth or related medical condition, as well as care or bonding with a newly born or adopted child. This leave is provided to both biological and adoptive parents, regardless of gender.

Leave may be taken at any time within twelve (12) months of the birth or adoption of the child. However, the leave may begin at a later date if the child remains hospitalized longer than the mother; in which case, leave must begin within twelve (12) months of the child's release from the hospital.

Employees requesting parental leave must provide as much advanced notice as possible of their need for leave. Notice must include the date leave is requested to start and the employee's anticipated return date.

Upon return from leave, employees will be placed in the position held when the leave commenced or in a position of equivalent seniority, duties, hours, and pay. However, if during such leave, the Company experiences a layoff and the employee would have lost their position had the employee not been on leave, the employee will not be reinstated.

If you and/or your family participate in our group health plan, the Company will maintain coverage during your leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you and your family.

The Company will not discriminate or retaliate against an employee for requesting or obtaining leave under this policy.

This leave may run concurrent with the Federal Family and Medical Leave Act and/or any other leave permitted by law. While leave under this policy is unpaid, employees may use any paid leave available (e.g., Paid Medical Leave, Paid Parental Leave, Paid Sick Leave, etc.), assuming they are eligible and to the extent allowed by such policies, concurrent with any leave provided under this policy.

### **SCHOOL VISITATION LEAVE**

Employees who work an average of at least one-half the hours of full-time status are allowed up to sixteen (16) hours of unpaid leave during a 12-month period, to attend school conferences or school-related activities related to the employee's child (including foster child) that cannot be

scheduled during non-work hours. This leave may also be used for childcare, pre-kindergarten, or special education program attendance.

As used in this policy, a “child” is an individual who is eighteen (18) years of age or an individual under age twenty (20) who attends secondary school.

While leave under this policy is unpaid, employees may use any FTO/FTU or other paid leave available to run concurrent with leave under this policy, to the extent allowed by those policies.

## **NEBRASKA**

### **FAMILY MILITARY LEAVE**

Eligible employees who are the spouse or parent of a person called to serve 179 or more days in the military may take up to thirty (30) days of unpaid family military leave during the military service member’s deployment.

To be eligible for family military leave, employees must have been employed by the Company for twelve (12) months and worked 1,250 hours during the 12-month period immediately preceding the start of the leave.

Employees must provide the Company with at least fourteen (14) days’ notice for leave lasting five (5) or more consecutive workdays. For leaves of less than five (5) days, employees must provide the Company with as much notice as possible.

Employees must provide certification from the proper military authority to verify eligibility for the leave requested.

### **SEPARATION FROM EMPLOYMENT**

The Company pays eligible employees for unused Sabbatical Leave at the end of employment. Employees who are not eligible for Sabbatical Leave will not be paid for any such time at the end of employment.

## **OHIO**

### **FAMILY MILITARY LEAVE**

The Company provides eligible employees with unpaid leave of up to ten (10) days or eighty (80) hours (whichever is less) when necessary for family-related military leave.

## Eligibility

To be eligible for leave, the employee:

1. Must be the parent (including individuals with current or previous legal custody) or spouse of a Uniformed Service member who is (a) called to active duty for a period of at least thirty (30) days or more; or (b) who is injured, wounded, or hospitalized while serving on active duty in the Uniformed Services;
2. Must have completed at least twelve (12) consecutive months of employment with the Company and worked at least 1,250 hours in the twelve (12) month period immediately preceding leave; and
3. Does not have any other leave available for the employee's use except sick or disability leave.

## Notice and Scheduling

Where foreseeable, employees must provide at least fourteen (14) days advance notice of their request for leave. Where not foreseeable (such as where leave is necessary due to injury, wound or hospitalization), employee must provide notice as soon as possible, at least two (2) days in advance if possible.

Leave must be taken no more than two (2) weeks before or one (1) week after the deployment date of the employee's spouse, child, ward, or former ward.

## Certification

The Company may require certification from the appropriate military authority to verify that the employee satisfies the conditions described above.

## Continuation of Benefits

Generally, leave will be unpaid unless the employee chooses to use available paid time off to run concurrent with leave under this policy and will be taken with continuation of the same benefits as the employee normally earns during work hours. The employee is responsible for the same proportion of the cost of benefits as the employee regularly pays during periods of time when they are not on leave.

## Return from Leave

Upon the completion of leave, the Company will typically restore the employee to their same position or to a position with equivalent seniority, benefits, pay, and other terms and conditions of employment.

### Interaction with Other Leaves

Leave provided under this policy will run concurrent with Federal Family and Medical Leave and/or any other leave allowed by law. While leave under this policy is unpaid, employees may use any paid leave available, assuming they are eligible, and to the extent allowed by those policies, to run concurrent with leave under this policy (e.g., Paid Medical Leave, Paid Sick Leave, etc.).

## **PENNSYLVANIA**

No state-specific policies required by law to be in the handbook.

However, additional state and local laws may provide employees with additional leave rights. To the extent the state or local laws give you any additional leave rights, we will comply with those laws. If you need time away from work for any reason, please check with Human Resources.

## **SOUTH CAROLINA**

**OUR COMPANY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, EITHER YOU OR THE COMPANY MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THE EMPLOYEE HANDBOOK, THIS ADDENDUM, OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE, OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ANY EMPLOYEE FOR EMPLOYMENT OTHER THAN AT-WILL UNLESS THOSE AGREEMENTS ARE IN A WRITTEN CONTRACT SIGNED BY THE COMPANY’S CHIEF PEOPLE OFFICER OR PRESIDENT/CEO.**

### **CHANGES TO THIS HANDBOOK**

When the Company wants to replace previous and current written policies, handbooks, procedures and rules, the Company will notify you. During the notice period, the Company will discuss the new policies with you and explain any changes or additions. At the end of the notice period, all previous policies, handbooks, and procedures of the Company will be revoked and have no force or effect. As of the effective date of the new/revised policies, you must follow the new policies. All employees will be provided a paper or electronic copy of the Company’s new written policy, handbook, procedures, and rules prior to its effective date so the information can be reviewed.

## **SOUTH DAKOTA**

No state-specific policies required by law to be in the handbook.

However, additional state and local laws may provide employees with additional leave rights. To the extent the state or local laws give you any additional leave rights, we will comply with those laws. If you need time away from work for any reason, please check with Human Resources.

## **TEXAS**

No state-specific policies required by law to be in the handbook.

However, additional state and local laws may provide employees with additional leave rights. To the extent the state or local laws give you any additional leave rights, we will comply with those laws. If you need time away from work for any reason, please check with Human Resources.

## **VIRGINIA**

No state-specific policies required by law to be in the handbook.

However, additional state and local laws may provide employees with additional leave rights. To the extent the state or local laws give you any additional leave rights, we will comply with those laws. If you need time away from work for any reason, please check with Human Resources.

## **WISCONSIN**

### **WISCONSIN FAMILY AND MEDICAL LEAVE**

Employees who are ineligible for leave under the Federal Family Medical Leave Act (“FMLA”) may nonetheless be eligible for unpaid leave under Wisconsin’s Family Medical Leave Act (“WFMLA”) for the employee’s serious health condition, the serious health condition of a parent, child or spouse, or for the birth or adoption of a child.

#### Employee Eligibility

To be eligible for WFMLA, employees must:

1. Have worked at least twelve (12) months for the Company; and
2. Have worked at least 1,000 hours for the Company over the last twelve (12) month preceding a request for leave under this policy.

### Medical Leave

In any twelve (12) month period, an eligible employee may take up to two (2) weeks of unpaid leave for their own serious health condition resulting if the employee is unable to perform their duties. The leave may be scheduled as medically necessary. The employee must make requests for planned leave in advance in a reasonable and practicable manner whenever possible. The Company may require certification from a health care provider. It may also require a second opinion regarding the information in the certification at its own expense.

A “serious health condition” is a disabling physical or mental illness, injury, impairment or condition involving inpatient care or outpatient care that requires continuing treatment or supervision by a health care provider.

### Family Leave

In any twelve (12) month period, an eligible employee may take up to two (2) weeks of unpaid leave to care for a parent, child, or spouse with a serious health condition. The employee must give the Company advance notice of their need for leave as far in advance as possible.

Additionally, the employee must make reasonable attempts to follow the directions of the health care provider in a way that will cause the least disruption to the Company’s operations. The leave may be taken as a partial absence where it does not disrupt the Company’s operations. The Company may require certification from a health care provider. It may also require a second opinion regarding the information in the certification at its own expense.

### Childbirth or Adoption Leave

In any twelve (12) month period, an eligible employee may take up to six (6) weeks of unpaid leave for the birth or adoption of a child. The leave must begin within sixteen (16) weeks of the birth or placement of the child. The employee must provide the Company with notice of the expected birth or child placement, and the Company and employee must reasonably consider the Company’s needs before scheduling the leave. The leave may be taken as a partial absence where it does not unduly disrupt operations.

### Maintenance of Health Benefits

If employees and/or their families participate in the Company’s group health plan, the Company will maintain coverage during their WFMLA leave on the same terms as if they had continued to work. If applicable, employees must make arrangements to pay their share of health care premiums while on leave. In some instances, the Company may recover premiums it paid to

maintain health coverage or other benefits for employees and their family. Use of WFMLA will not result in the loss of any employment benefit that accrued prior to the start of employees' leave. Please consult the applicable plan document for all information regarding eligibility, coverage and benefits.

#### Use of Paid Leave

Employees may use paid leave (such as Paid Medical Leave, Paid Sick Leave, etc.) to run concurrent with time provided under this policy. Employees may also be eligible for other paid benefits such as workers' compensation, if applicable.

#### No Discrimination or Retaliation

The Company will not interfere with, restrain, or deny any employee's exercise of their rights provided under the WFMLA. Any employee who believes they have been discriminated or retaliated against for exercising their rights, should notify Human Resources.

#### Job Restoration

Upon returning from WFMLA leave, employees will be restored to their original job or to an equivalent job with equivalent pay, benefits, shift, hours, work, and other employment terms and conditions.

#### Failure to Return after WFMLA

If employees fail to return to work as scheduled after WFMLA leave or exceed their leave WFMLA entitlements, they will be subject to the Company's standard leave of absence and attendance policies. This may result in termination if employees have no other Company-provided leave available that apply to their continued absence. Likewise, following the conclusion of WFMLA, the Company's obligation to maintain group health plan benefits may end (subject to any applicable COBRA rights).

#### Concurrent Leave

Leave taken under this policy and other Company policies, including the Company's Federal Family and Medical Leave Act policy, may run concurrently.