

St. Paul Paid Sick and Safe Time – Contractor Policy

This policy is an addition to the current New Hire Orientation Guide. Please read this policy carefully since it is important to familiarize yourself with both your rights and responsibilities as an employee. It is each employee's responsibility to comply with this policy. This policy supersedes the policies of any earlier version of the New Hire Orientation Guide you may have received.

The Company provides eligible employees with sick and safe time pursuant to St. Paul Earned Sick and Safe Time (ESST) Ordinance.

Eligible Employees

All employees, including any full-time, part-time, or temporary workers are eligible to accrue sick and safe time if they work for the Company at least 80 hours in a year within the geographic boundaries of St. Paul.

Accrual and Use of Sick and Safe Time

Eligible employees begin to accrue paid sick and safe time on their first day of employment. Employees accrue one hour of paid sick and safe time for every 30 hours worked, up to a maximum of 48 hours in a calendar year.

An employee's total amount of accrued but unused sick time cannot exceed 80 hours.

Eligible employees may not use accrued sick and safe time until 90 days after the beginning of employment. Thereafter, they may use time as it accrues.

Employees may use sick and safe time in one-hour increments.

Reasons Sick and Safe Time May Be Used

Sick and safe time may be used for the following reasons:

- The employee's own mental or physical illness, injury, or health condition; the need for medical diagnosis, care, or treatment; or the need for preventive care.
- To care for a family member with a mental or physical illness, injury, or health condition; who needs medical diagnosis, care, or treatment; or who needs preventive care.
- Absences due to domestic abuse, sexual assault, or stalking of the employee or the employee's family member to:
 - Seek medical attention;
 - Obtain services from a victim-services organization;
 - Obtain psychological or other counseling;
 - Relocate;
 - Seek legal advice or take legal action (e.g., prepare for or participate in a civil or criminal legal proceeding).
- The closure of the employee's workplace or a family member's school or place of care by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material, or other public health emergencies.
- The closure of a family member's school or place of care due to inclement weather; loss of power, heating, or water; or other unexpected closure.

Eligible family members include the following:

- A child (including a biological, adopted, or foster child; a stepchild; and an adult child)
- A spouse or registered domestic partner
- A sibling

- A parent (including a biological parent, stepparent, and parent-in-law)
- A grandchild
- A grandparent
- Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Requesting Sick and Safe Time/Documentation

Sick and safe time will be provided upon an employee's request. If possible, the request must include the absence's expected duration. Requests should be made by verbally notifying a member of VanderHouwen's HR team or in writing to HR@vanderhouwen.com. If the need for sick and safe time is unforeseeable, the employee must provide notice as soon as practicable. Employees are not required to disclose the specific nature of the illness or specific reason for seeking safe time. You will need to communicate to VanderHouwen the number of sick hours requested to be processed for payroll. You will be provided a sick leave request form to assist in processing your request. Sick leave requests need to be turned in as soon as possible, preferably within five days after your return from your absence.

If sick and safe time is used for more than three consecutive days that the employee is scheduled to work, or if the employee has exhibited a pattern of abusing sick and safe time, the Company may require that the employee provide reasonable documentation that the sick and safe time is being used for a qualifying reason. Reasonable documentation for sick time includes any documentation that indicates the employee sought and received medical treatment (e.g., a doctor's note). Employees are responsible for the cost of such documentation not covered by insurance or any other benefit plan.

Employees will be allowed at least 14 days from the date of their return to work to obtain such documentation. Reasonable documentation for safe time must communicate that the employee or the employee's family member is experiencing domestic violence, sexual assault, or stalking and that the leave was taken for a qualifying purpose. This may include a police report, court order, or an employee's written statement.

Rate of Pay for Sick and Safe Time

Sick and safe time is paid based on the employee's normal hourly rate. However, if an employee uses ESST for scheduled overtime, the Company is not obligated to pay the employee at the overtime rate. Sick and safe time will be paid on the date the employee would have been paid for work had they not used sick and safe time. Employees will be paid only for the hours they are scheduled to work.

Carryover

For employees who have worked within the geographic boundaries of the City of St. Paul for more than one year, accrued but unused sick and safe time can be carried over from year to year. However, the total amount of accrued and unused time may not exceed 80 hours at any time.

Separation From Employment or Transfer

Compensation for accrued and unused paid sick and safe time is not provided upon separation from employment for any reason. If an employee is rehired by the Company within 90 calendar days of separation from employment, previously accrued but unused sick and safe time will be immediately reinstated. The employee may immediately accrue additional time. In addition, the employee's hours worked before being separated count in determining the employee's eligibility to use accrued sick and safe time. Therefore, the employee may immediately use this time if they have been employed for at least 90 calendar days.

If an employee is transferred within the Company to a location outside of St. Paul, the Company will maintain the employee's accrued sick and safe time on its books for three years from the date of the

transfer. An employee who transfers back to St. Paul within three years is entitled to all of their previously accrued but unused sick and safe time.

Confidentiality

The Company will, in accordance with applicable federal, state, or municipal law, treat as confidential health or medical information or information pertaining to domestic violence, sexual assault, or stalking pertaining to the employee or employee's family member. Such information will not be released without the employee's express permission unless otherwise required by law or court order.

Effect on Other Rights and Policies

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

No Discrimination or Retaliation

The Company will not retaliate or discriminate against, tolerate retaliation or discrimination against, or restrain or interfere with any employee who, in good faith, exercises or attempts to exercise their rights under the ESST.

VanderHouwen Acknowledgment of Policy

I acknowledge that I have received the following policy for the New Hire Orientation Guide:

St. Paul Paid Sick and Safe Time – Contractor Policy

The attached policy is intended to be an addition to the New Hire Orientation Guide.

I understand that it is my responsibility to read and comply with this policy. I further understand that I should consult my supervisors regarding any questions raised by this policy and not answered by the New Hire Orientation Guide.

Employee's Name (printed): _____

Date: _____

Employee's Signature: _____