



Washington Addendum

Effective August 2025

Introduction

This addendum is applicable only to VanderHouwen employees working in the state of Washington and only amends those provisions that are specifically addressed below. Regarding the amended provisions, in the event of any conflict between the New Hire Orientation Document and this Addendum, this Addendum shall control. Except as set forth herein, the New Hire Orientation Document is not modified by this Addendum.

This state addendum is to be read in connection with the Company's New Hire Orientation Document. Together, the New Hire Orientation Document and the Washington Addendum will provide you with important information about your employment with the Company and serve as a guide to the Company's current policies, practices, and procedures. If you have questions as you review the New Hire Orientation Document or the Washington Addendum, please do not hesitate to discuss your questions with VanderHouwen Human Resources.

Equal Employment Opportunity

As set forth in the New Hire Orientation Document, VanderHouwen is committed to equal employment opportunity and to compliance with federal antidiscrimination laws. We also comply with Washington law, which prohibits discrimination and harassment against employees or applicants for employment based on race (including traits historically associated or perceived to be associated with race, such as hair texture and protective hairstyles (e.g., afros, braids, locks and twists), creed, color, religion, sex, marital status, sexual orientation (including gender identity and expression), pregnancy (including a woman's potential to get pregnant, pregnancy-related conditions and childbearing), age (40 and over), national origin or ancestry, physical, mental or sensory disability (including the use of a trained dog guide or service animal), military status or status as an honorably discharged veteran, HIV/AIDS or hepatitis C status, status as an actual or perceived victim of domestic violence, sexual assault or stalking and genetic information. The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristics protected by applicable federal, state or local law.

The Company also prohibits unlawful discrimination on the basis of citizenship or immigration status.

Washington Equal Pay Opportunity Act

VanderHouwen strives to ensure all employees are paid fairly and reasonably based on a variety of factors relating to their position, job performance, and experience. The Company strictly prohibits discrimination in compensation based on any legally protected classification including, but not limited to, gender, race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability and age. Generally, employees performing comparable work receive comparable compensation. From time to

time, employees performing work of comparable character may have different compensation levels. Any such difference will be based on bona fide factors related to the position in question such as seniority, merit, quantity or quality of work, workplace location, necessary travel, education, training, education, experience, or any combination of those factors.

The Company respects the right of employees to inquire about, disclose, compare or otherwise discuss their wages or the wages of another employee, free from retaliation. However, employees who have access to compensation information of other employees or applicants as a part of their essential job functions may not disclose the wages of those other employees or applicants to individuals who do not have access to that information.

In addition, the Company strictly prohibits discrimination in providing career advancement opportunities to employees in comparable positions based on any legally protected classification including, but not limited to, gender, race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability and age.

VanderHouwen strives to ensure all employees are paid fairly and reasonably based on a variety of factors relating to their position, job performance, and experience. The Company strictly prohibits discrimination in compensation based on any legally protected classification including, but not limited to, gender, race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability and age. Generally, employees performing comparable work receive comparable compensation. From time to time, employees performing work of comparable character may have different compensation levels. Any such difference will be based on bona fide factors related to the position in question such as seniority, merit, quantity or quality of work, workplace location, necessary travel, education, training, education, experience, or any combination of those factors.

Any employee who believes they are not being compensated or provided career advancement opportunities fairly in light of the above factors should discuss the matter with a manager or supervisor so that the employee's concerns can be investigated. The Company strictly prohibits retaliation against any employee for discussing concerns related to wages or career advancement.

Pregnancy and Lactation Accommodation

Employees may request a reasonable accommodation for their pregnancy and pregnancy-related health conditions, including the need to express breast milk. The Company will provide reasonable accommodations to requesting employees unless doing so would impose an undue hardship on the Company's business, consistent with Washington law.

Under this policy, reasonable accommodations include: providing more frequent, longer or flexible restroom breaks; modifying a no-food or -drink policy; job restructuring, part-time or modified work schedules, or reassignment to a vacant position; acquiring or modifying equipment, devices or an employee's work station; providing seating or allowing the employee to sit more frequently if her job requires her to stand; providing for a temporary transfer to a less-strenuous or less-hazardous position; providing assistance with manual labor and limits on lifting; scheduling flexibility for prenatal visits; and any further pregnancy accommodation an employee may request, to which the Company will give reasonable consideration in consultation with information provided on pregnancy accommodation by the Department of Labor and Industries or the employee's attending health care provider, as applicable.

Reasonable accommodations also include reasonable break time for an employee to express breast milk for up to two years after the child's birth. The Company will provide a private location, other than a bathroom, and reasonable break time each time the employee has a need to express milk.

Unless the Company does so or would do so for other classes of employees who need accommodation, accommodation under this policy does not include creating additional employment that the Company would

not otherwise have created, terminating any employee, transferring any employee with more seniority or promoting any employee who is not qualified to perform the job.

The Company may request that an employee seeking an accommodation under this policy provide written certification from her treating health care professional regarding the need for accommodation, except that the Company will not request written certification for the following accommodations: (1) providing more frequent, longer or flexible restroom breaks; (2) modifying a no-food or -drink policy; (3) providing seating or allowing the employee to sit more frequently if her job requires her to stand; (4) limits on lifting over 17 pounds; or (5) reasonable break time and a private location to express breast milk.

The Company will not discriminate or retaliate against employees who request, decline or use an accommodation under this policy. In addition, the Company will not require an employee to take leave if another reasonable accommodation can be provided for the employee's pregnancy.

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

Safety Accommodations for Victims of Domestic Violence, Sexual Assault or Stalking

The Company will provide reasonable safety accommodations for employees who are the actual or threatened victim of domestic violence, sexual assault or stalking and request that the Company accommodate their safety while at work, unless providing the accommodation would impose an undue hardship on the Company's business operations.

Reasonable accommodations may include, but are not limited to the following adjustments to job structure, the workplace or a work requirement in response to actual or threatened domestic or sexual assault or stalking:

- Transfer;
- Reassignment;
- Modified work schedule;
- Change in work telephone number;
- Change in work email address;
- Change in work station;
- Installed locks;
- Implemented safety procedures; or
- Other adjustments to job structure, workplace facilities or work requirements.

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

The Company may require verification that the employee or family member is a victim of domestic violence, sexual assault or stalking and that the requested accommodation is for the purpose of protecting the employee from domestic violence, sexual assault or stalking. Verification may be provided by the employee's written statement confirming these facts or by other appropriate documentation, such as a police report or court order, and must be provided in a timely manner. Employees will not be required to provide additional information beyond this required verification, or information that would compromise their safety or the safety of their family members.

The Company will maintain the confidentiality of all information employees provide regarding their request for a safety accommodation, including the fact that the employee or a family member is a victim and any written or oral statements, documentation or evidence provided by the employee in support of the

accommodation request. The Company will not disclose such information unless the employee requests or consents to the disclosure, a court or administrative agency orders such disclosure or otherwise required by applicable federal or state law.

- The Company will not terminate, threaten to terminate, demote or otherwise discriminate or retaliate against an employee because the employee:
- Requests or uses an accommodation in accordance with this policy;
- Files or communicates to the Company an intent to file a complaint alleging a violation of Washington's law on reasonable safety accommodations for domestic violence victims; or
- Participates or assists in another employee's attempt to exercise rights under the law.

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

Access to Personnel Files

Upon request, employees will be allowed to inspect their personnel files at least once per year. Employees who wish to review their personnel files should contact VanderHouwen Human Resources. Employees will be allowed to inspect their personnel file(s) within 21 calendar days of their request. Employees may also request a copy of their personnel file(s), at no cost to the employee, which the Company will provide within 21 calendar days of their request.

For purposes of this policy, a personnel file does not include records relating to an investigation of a possible criminal offense or certain records compiled in preparation for an upcoming or ongoing lawsuit.

At least once per year, employees may request that the Company review their personnel file for irrelevant or erroneous information and remove or correct such information. If the Company and the employee cannot agree regarding removal of information, the employee may place a statement of rebuttal or correction in the file. Former employees can rebut or correct information in their personnel file for up to two years following their separation from employment.

Family Military Leave

Employees who work 20 or more hours per week and have a spouse (including same-sex spouses and state-registered domestic partners) who is a member of the state military or the armed forces of the United States, National Guard or reserves may take family military leave if, during a period of military conflict, the employee's spouse is notified of an impending call or order to active duty or is deployed.

Eligible employees will be allowed up to 15 days of leave per deployment, to be taken after the employee's spouse has been notified of an impending call or order to active duty and before deployment or when the spouse is on leave from deployment. Employees may not use leave after the deployment has ended. Employees are not required to use leave on a day when they are not scheduled to work. In addition, employees may split their 15 day leave between different periods of time (pre-deployment or while the servicemember is on leave during deployment). The total number of days of leave however, cannot exceed 15 days per deployment.

Employees must give the Company advance notice of the intent to take leave within five business days of receiving official notice of the impending call or order to active duty, or of the spouse's leave from deployment. Employees may use any available paid sick leave (if eligible) or take the leave as unpaid time off. Employees will be allowed to continue available group health benefits at their own expense.

Upon return from leave, employees will be restored to their prior position.

Employees should contact their manager if they have any questions about this policy.

Uniformed Services

In addition to the military leave rights set forth in the New Hire Orientation Document, regular full- and part-time (i.e., nontemporary) Washington employees who are members of the uniformed services, including the United States armed forces, reserves, National Guard, commissioned corps of the Public Health Service, Coast Guard and any other category designated by the President in time of war or emergency, may take a military leave of absence for any of the following types of service:

- Active duty;
- Active and inactive duty for training;
- Initial active duty for training;
- Full-time National Guard duty; and
- Examination to determine fitness to perform any of these duties.

Employees must notify their Client supervisor and VanderHouwen Human Resources of membership in the uniformed services within a reasonable time upon accepting employment or becoming a member of the uniformed services.

Time off under this policy is without pay. Employees will be considered as having been on furlough or a leave of absence during the leave and will be entitled to participate in insurance or other benefits offered by the Company in accordance with the established rules and practices regarding employee leaves of absence in effect at the time the employee is ordered to service.

The Company will reemploy employees returning from military leave unless reemployment is impossible or unreasonable because of changed circumstances, reemployment presents an undue hardship for the Company or the position the individual held before leaving to serve was temporary. Unless one of these exceptions applies, the Company will reinstate employees, provided that the:

- Leave does not exceed four years, unless a period of additional service is imposed by law;
- Employee provides proper notice of the intent to return to employment with the Company; and
- Employee provides a receipt of an honorable discharge, report of separation, certificate of satisfactory service or other proof of having satisfactorily completed service.

Employees must notify the Company of their intent to return to employment following military service in accordance with the following timing requirements:

- For individuals whose period of service was fewer than 31 days, not later than the beginning of the first full regularly scheduled work period on the first calendar day following the completion of the period of service, safe transport to the individual's residence and an additional eight-hour period;
- For individuals whose period of service was more than 30 but fewer than 181 days, not later than 14 days after completion of the period of service;
- For individuals whose period of service was for more than 180 days, not later than 90 days after the completion of the period of service; and
- For individuals hospitalized for or convalescing from an illness or injury incurred in or aggravated during the period of military service, up to two years from the date of injury.

The Company may require documentation demonstrating that the employee has met advance notice requirements, has not exceeded the four-year leave limitation and has not been dishonorably discharged. However, the Company will not deny reemployment to an employee who fails to meet a documentation requirement if the failure occurs because such documentation does not exist or is not readily available at the time of the request. However, if documentation becomes available subsequent to reemployment that establishes that the requirements outlined above were not met, the Company may terminate employment and any benefits provided.

Unless the Company's circumstances have so changed as to make it impossible or unreasonable to do so, employees returning from service will be reinstated to their prior position or a position of like seniority, status and pay, as long as they are still qualified to perform the duties of that position. If an employee is unable to perform the duties of their prior position due to a disability sustained during military service, but is qualified to perform the duties of another position, the Company will reinstate the employee to the other position with like seniority, status and pay (or the closest approximation) consistent with the employee's circumstances.

An employee who is returning from military leave with the United States armed forces will not be terminated without cause for one year following the date of reemployment.

State Organized Militia

Employees who are members of the state organized militia will be allowed a leave of absence of up to 12 weeks per calendar year when called to state-ordered active duty. When the Governor has declared a state of emergency necessitating a longer period of service, employees will be allowed up to 12 months of leave.

All employees who are members of the state organized militia and are called to active state service or inactive duty will be allowed to apply for job restoration, though reinstatement is only required for those whose military absence was under three months.

Pregnancy Disability Leave

Employees will be given a leave of absence for periods of sickness or temporary disability due to pregnancy or childbirth. Leave will be allowed for the entire period of pregnancy or childbirth-related disability and will be provided under the same terms and conditions as leave for other temporary disabilities.

The Company may require that a licensed health care provider certify the actual period of disability.

Pregnancy leave is for the period of disability only, and not for childrearing after the disability ends. Leave provided under this policy will be in addition to leave available, if applicable, under the Washington Paid Family and Medical Leave Act.

Upon return, an employee who takes leave in accordance with this policy will be reinstated to the same or a similar position with equal pay, unless the Company is unable to reinstate the employee for reasons related to business necessity.

Family Care Leave

In accordance with Washington's Family Care Act (WFCA), employees may use their choice of earned paid sick leave (if eligible) to care for a child of the employee with a health condition that requires treatment or supervision or to care for a spouse, state-registered domestic partner, parent, parent-in-law or grandparent of the employee who has a serious health condition or an emergency condition.

When using paid sick leave if eligible for these purposes, the employee must comply with those terms of the applicable leave policy that do not conflict with the WFCA.

For purposes of this policy, the following definitions apply:

- "Child" - a biological, adopted or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis who is: (1) under 18 years of age; or (2) 18 years of age or older and incapable of self-care because of a mental or physical disability;
- "Parent" - a biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child;

- A "health condition that requires treatment or supervision" (for which an employee may use paid sick leave to care for their child) - any medical condition requiring treatment or medication that the child cannot self-administer, any medical or mental health condition that would endanger the child's safety or recovery without the presence of a parent or guardian, and any condition warranting treatment or preventive health care that a parent must be present to authorize and when sick leave may otherwise be used for the employee's preventive health care.
- A "serious health condition" (for which an employee may use paid leave to care for an adult family member) - an illness, injury, impairment or physical or mental condition that involves: (1) any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility, and any period of incapacity or subsequent treatment or recovery in connection with such inpatient care; or (2) continuing treatment by or under the supervision of a health care provider or a provider of health care services and that includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities).
- An "emergency condition" (for which an employee may use paid sick leave to care for an adult family member) - a health condition that is a sudden, generally unexpected occurrence or set of circumstances related to one's health, which demands immediate action and is typically very short term in nature.

The Company may require certification or verification from a health care provider.

The Company will not terminate, demote, discipline or otherwise retaliate or discriminate against an employee for requesting or taking time off in accordance with this policy.

For further information or to request leave under this policy, contact VanderHouwen Human Resources.

Parental Leave

Employees who are adoptive parents or stepparents at the time of birth or placement of a child under the age of six will be permitted to take parental leave under the same terms as leave provided to biological parents. Leave is only available to adoptive or stepparents who are living with the child at the time of birth or initial placement for adoption.

For further information or to request leave under this policy, contact VanderHouwen Human Resources.

Civil Air Patrol Leave

Employees who are members of the Washington wing of the Civil Air Patrol may take time off, without pay, to provide services as part of an emergency service operation. For purposes of this policy, an "emergency service operation" refers to:

- A search and rescue mission designated by the air force rescue coordination center;
- Disaster relief, when requested by the Federal Emergency Management Agency (FEMA) or the Department of Homeland Security (DHS);
- Humanitarian services, when requested by FEMA or DHS;
- United States air force support designated by the first air force; and
- Counterdrug missions.

Employees may be asked to provide verification that leave was taken for a purpose allowed under this policy.

Emergency Responder Leave

Employees who are volunteer firefighters or reserve officers will be allowed time off to respond to a fire alarm or an emergency call. For purposes of this policy, a "volunteer firefighter" is someone who is a firefighter for purposes of the state's firefighters' and reserve officers' relief and retirement pensions law who voluntarily performs, regardless of reimbursement, any assigned or authorized duties on behalf of or at the direction of a firefighting or emergency response unit of a city, county, fire district, regional fire protection district, port district or the state.

If an employee is at work when called to serve as a volunteer firefighter, they must notify the Company of their firefighter status and intent to serve as a volunteer in order to take leave. If the employee is not at work when called to serve, they will only be allowed leave if they have been ordered to remain at their position by the commanding authority at the fire scene.

Employees may be asked to provide verification that leave was taken for a purpose allowed under this policy. Time off will be without pay.

Domestic Violence, Sexual Assault or Stalking Leave

Employees who are the victim of domestic violence, sexual assault or stalking, or whose family member is the victim of domestic violence, sexual assault or stalking, may take reasonable leave from work to:

- Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's family members;
- Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault or stalking;
- Attend to health care treatment for a victim who is the employee's family member;
- Obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center or other social services program for relief from domestic violence, sexual assault or stalking;
- Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault or stalking; or
- Participate in safety planning, temporarily or permanently relocate or take other actions to increase the employee's safety or the safety of the employee's family members from future domestic violence, sexual assault or stalking.

For purposes of this policy, a "family member" includes a child (including a biological, adopted, foster, or stepchild, legal ward or child for whom the employee stands in loco parentis, or in the place of a parent), spouse (including state-registered domestic partners and same-sex spouses), parent, parent-in-law, grandparent or person with whom the employee has a dating relationship.

When possible, employees must give the Company notice of their intention to take leave for these purposes at least ten days in advance. When advance notice is not possible because of an emergency or unforeseen circumstances due to domestic violence, sexual assault or stalking, an employee or someone on the employee's behalf must give notice no later than the end of the first day the employee takes leave.

The Company may require verification that the employee or family member is a victim of domestic violence, sexual assault or stalking and that the leave is being taken for one of the purposes described above. Verification may be provided by written statement confirming these facts or by other appropriate documentation, such as a police report or court order, and must be provided in a timely manner.

Employees will not be required to provide additional information beyond this required verification, or information that would compromise the safety of the employee or their family member. Except as otherwise

required or permitted by law, the Company will maintain the confidentiality of all information employees provide regarding this leave, including the fact that the employee or a family member is a victim or that the employee has requested leave for these purposes.

When taking leave under this policy, an employee may choose to use any paid sick leave (if applicable/available). Otherwise, leave will be unpaid. Leave may be taken intermittently, on a reduced work schedule or in a single block of time, as the circumstances warrant. During the leave, the Company will maintain any health insurance coverage being provided in the same manner as if the employee had not taken leave.

The leave must be reasonable in duration, which will be determined by management and the affected employee, based upon the circumstances.

Upon return from leave under this policy, an employee will be reinstated to the position held prior to taking leave or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment, subject to certain exceptions as provided under Washington law.

The Company will not terminate, threaten to terminate, suspend or in any manner discriminate or retaliate against an employee because the employee requests or takes leave in accordance with this policy, files or expresses an intent to file a complaint alleging a violation of Washington's law on leave for domestic violence victims, or participates or assists in another employee's attempt to exercise rights under that law.

Employees may also be entitled to a reasonable accommodation under the Company's Accommodation for Victims of Domestic Violence, Sexual Assault or Stalking policy and should consult that policy and/or VanderHouwen Human Resources for additional information.

Jury Duty Leave

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

Employees should provide their Client supervisor and VanderHouwen Human Resources with notice of any jury summons or subpoena within a reasonable amount of time after receipt and before their appearance is required. Verification from the court clerk of having served may also be required.

Time spent engaged in attending court for prospective jury service or for serving as a juror is not compensable.

Paid Sick Leave

The Company provides eligible employees with sick leave pursuant to Washington's paid sick leave law (PSLL).

Eligibility

All employees working in Washington for the Company are eligible to receive sick leave under this policy, except for employees who do not meet the definition of "employee" under the Washington Minimum Wage Act, such as employees employed in executive, administrative, professional and outside sales capacities. Eligible employees under this policy do not include individuals who are covered under either the Seattle Paid Sick and Safe Time Ordinance or the Tacoma Paid Sick Leave Ordinance. They will be provided sick leave under the applicable local paid sick leave policy only.

Accrual and Carryover of Leave

Employees begin to accrue sick leave on their first calendar day of employment with the Company or their date of eligibility under the PSL, whichever is later.

Sick leave accrues at a rate of one hour for every 40 hours worked. Employees accrue sick leave based on all hours worked, including overtime.

Employees may carry over up to 40 hours of accrued but unused sick leave from one benefit year to the next. For purposes of this policy, the benefit year is an anniversary year based on the employee's hire date. The Company does not pay out any unused paid sick leave at year-end in lieu of carryover.

Employees will be able to determine the amount of sick leave available for use by reviewing their paystubs.

Using Leave

Employees cannot use sick leave until their 90th calendar day of employment with the Company. After that, employees may use sick leave as it is granted.

Employees must use sick leave in increments of one hour or greater, to cover all or part of a workday.

Employees are not required to search for or find a replacement worker to cover the period during which they use sick leave.

Employees are not required to use their accrued sick leave for a qualifying absence; however, if an employee chooses not to use their sick leave, the absence would not be protected by the state sick leave law, and the employee's absences would be subject to the attendance policy.

Covered Reasons for Use

Sick leave may be used only during times that an employee cannot work for the following reasons:

- The employee's mental or physical illness, injury or health condition; need for medical diagnosis, care or treatment for the illness, injury or health condition; or need for preventive medical care.
- A family member's mental or physical illness, injury or health condition; need for medical diagnosis, care or treatment for the illness, injury or health condition; or need for preventive medical care.
- The employee's place of business or the employee's child's school or place of care has been closed by order of a public health official for any health-related reason or the employee's child's school or place of care has been closed after the declaration of an emergency by a local or state government or agency, or by the federal government. A "health-related reason" is a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material. It does not include closures for inclement weather.
- To prepare for or participate in any judicial or administrative immigration proceeding involving the employee or their family member.
- For absences that qualify for leave under the state's domestic violence leave law due to an incident of domestic violence, sexual assault or stalking of the employee or the employee's family member to:
 - Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's family members;
 - Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault or stalking;
 - Attend to health care treatment for a victim who is the employee's family member;

- Obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center or other social services program for relief from domestic violence, sexual assault or stalking;
- Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault or stalking; or
- Participate in safety planning, temporarily or permanently relocate or take other actions to increase the employee's safety or the safety of the employee's family members from future domestic violence, sexual assault or stalking.

For purposes of this policy, for sick leave that is **not** related to an incident of domestic violence, sexual assault or stalking, "family member" means the employee's:

- Spouse;
- Registered domestic partner;
- Child (including a biological, adopted or foster child, a stepchild, a child's spouse, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status);
- Parent (including a biological, adopted, de facto, foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis to an employee when the employee was a minor child);
- Sibling;
- Grandchild;
- Grandparent; or
- Any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care.

For sick leave related to an incident of domestic violence, sexual assault or stalking, "family member" means the employee's:

- Spouse;
- Registered domestic partner;
- Child (including a biological, adopted or foster child, a stepchild, a legal ward or a child to whom the employee stands in loco parentis, who is: (a) under 18 years of age; or (b) 18 years of age or older and incapable of self-care because of a mental or physical disability);
- Parent or parent-in-law (including a biological or adoptive parent or an individual who stood in loco parentis when the employee, their spouse or domestic partner was a child);
- Grandparent; or
- An individual with whom the employee has a dating relationship.

Notice Required

If the need to use sick leave is foreseeable, such as for prescheduled medical appointments and court dates in domestic violence cases, employees must provide at least seven days' advance notice of an absence from work to their Client Supervisor and VanderHouwen Human Resources. If the need to use sick leave is unforeseeable, employees must provide notice to their Client Supervisor and VanderHouwen Human Resources as soon as possible before the start of their scheduled shift unless it is not practicable to do so.

- For accurate and timely payroll processing, VanderHouwen Human Resources must also receive confirmation of the number of hours of paid leave used by emailing the number of hours to

HR@VanderHouwen.com upon your return to work from your absence. When notifying the Company of the need to use paid leave, an employee should include the anticipated duration of the absence, when possible.

- In general, all use of sick leave must be pre-approved by the employee's Client Supervisor and VanderHouwen Human Resources before the absence.

When notifying the Company of the need to use sick leave, the employee should include the anticipated duration of the absence, when possible.

In all circumstances, employees are responsible for specifying that the time off is for sick leave reasons so that the absence may be designated as a sick leave absence.

Verification of Absence

If an employee uses sick leave for more than three consecutive workdays, the Company may require a doctor's note or other verification of the employee's need for the absence. Depending on the circumstances, verification may include a doctor's note (for the employee's own or family member's health condition); a school closure order; a police report, court document or court order of protection (indicating domestic violence, sexual assault or stalking); a statement from a qualifying professional affirming involvement in a qualifying immigration proceeding; and/or other verification as permitted by applicable law. The Company will not ask the employee to provide documentation that explains the nature of the health condition or any personally identifiable information about a person's immigration status or underlying immigration protection.

In the event that the Company requires verification of an employee's need for sick leave, the employee generally must return requested verification of the use of sick leave within a reasonable time period during or after the use, and not more than 10 calendar days after the first day of such use. Employees must return requested verification of the use of sick leave related to an incident of domestic violence, sexual assault or stalking in a timely manner after the Company requests the verification. If an employee fails to return requested verification within the timeline described in this paragraph, and does not assert that obtaining the requested verification would result in an unreasonable burden or expense, paid sick leave may be denied or delayed.

In all cases, if an employee anticipates that complying with a request for verification will result in an unreasonable burden or expense on the employee, the employee may provide an oral or written explanation to the Company, which asserts that the use of sick leave was for an authorized purpose and explains why compliance with the verification request creates an unreasonable burden or expense on the employee. Within 10 calendar days of the employee providing an explanation to the Company, the Company will make a reasonable effort to identify and provide alternatives for the employee to meet the verification requirement in a manner that does not result in unreasonable burden or expense on the employee.

The Company may request documentation related to the absence for other reasons as required or permitted under federal, state or other local law, including but not limited to for family and medical leave or related to a reasonable accommodation.

The Company will keep confidential any documentation or verification information provided regarding leave use, in accordance with federal, state and local law.

Discipline for Unprotected Use of Leave

Discipline, up to and including termination, may be taken against an employee who:

- Uses sick leave for a purpose not covered by, or in a manner not consistent with, the PSL; or

- Violates this policy's requirements concerning requesting, using, recording, verifying, and/or documenting use of sick leave.

Rate of Pay

The rate of pay for sick leave will be calculated in accordance with applicable law.

Separation From Employment and Rehire

The Company does not pay employees for unused sick leave at any time, including upon separation from employment for any reason.

If an employee is rehired within 12 months of employment ending, the employee's previously unused sick leave balance will be reinstated and made available for use in accordance with the PSL. However, if the period of time an employee separates from employment extends into the following benefit year, the Company will not reinstate more than 40 hours of previously unused sick leave.

No Discrimination or Retaliation

As long as the use of sick leave complies with the requirements of this policy and the PSL, the Company will not count employees' use of sick leave as an absence or "occurrence" under any Company attendance policy. Therefore, any such use of sick leave will not lead to or result in discipline, demotion, suspension or termination.

The Company will not retaliate or discriminate against any employee for requesting or using sick leave for authorized circumstances; making a complaint or informing a person about a suspected violation of this policy; cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation; opposing any policy or practice prohibited by any sick time or mandatory paid leave law; or informing any person of their potential rights under the law.

Additional Information

Employees who have questions about this policy should contact VanderHouwen Human Resources.

Paid Family and Medical Leave

In accordance with Washington's paid family and medical leave act ("WPFMLA"), eligible employees are entitled to a leave of absence due to their own serious health condition, or to care for a family member with a serious health condition, bond with a new child or assist with obligations that arise when a family member is called into active military service. Employees may also be eligible to receive partial wage replacement benefits during the leave from the State of Washington Employment Security Department ("Department" or "ESD").

Employee Eligibility

Employees are eligible for paid family and medical leave ("PFML") and partial wage replacement benefits if they meet eligibility requirements as determined by the Department. Generally, this means that employees must have worked 820 hours in "employment" (as defined by the WPFMLA) for any employer in Washington State during the qualifying period (i.e., first four of the last five completed calendar quarters or, if eligibility is not established, the last four completed calendar quarters immediately preceding the application for leave)).

Qualifying Reasons for and Length of Leave

During a benefit year, eligible employees may be entitled to:

- Up to a maximum of 12 weeks of paid family leave to: (1) participate in providing care (including physical or psychological care) for a "family member" of the employee made necessary by the family member's serious health condition; (2) bond with the employee's child during the first 12 months following the child's birth, or the first 12 months after the placement of a child under the age of 18 with the employee for adoption or foster care; and (3) attend to a "qualifying exigency," as defined under the federal Family and Medical Leave Act ("FMLA"), arising from the "covered active duty" (as defined below) of an employee's family member as a member of the military reserves, National Guard or Armed Forces. Paid family leave can also be used during the seven calendar days following the death of a family member for whom the employee would have qualified for medical leave on the basis of the birth of the employee's child or would have qualified for family leave for the purpose of bonding with a child following the child's birth or placement.
- Up to a maximum of 12 weeks of paid medical leave to attend to their own serious health condition. Medical leave may be extended up to an additional two weeks (up to 14 weeks of medical leave), if the employee experiences a pregnancy-related serious health condition that results in incapacity.

An eligible employee may receive up to a combined total of 16 weeks of medical and family leave, or up to a combined total of 18 weeks if the employee experiences a pregnancy-related condition that results in incapacity. For employees who are eligible for leave based upon incapacity due to pregnancy or for prenatal care, leave taken during the first six weeks after birth (the "postnatal period") will be presumed to be paid medical leave, unless the employee's medical leave entitlement is fully or partially exhausted prior to the birth of the child or the employee chooses to use paid family leave, if available, during that postnatal period. An employee is only entitled to a maximum of 12 weeks of family leave for the placement of a child.

An employee is not entitled to WPFMLA benefits for: (1) absences caused by the employee's willful intent to bring about injury to or sickness of the employee or another; (2) absences resulting from an injury or sickness sustained in the employee's perpetration of an illegal act; (3) any family or medical leave beginning before the employee is eligible for such benefits; (4) a period during which the employee is on suspension from employment; or (5) any period of time during which the employee works for pay or profit.

Definitions

- "Benefit year" means a period of 52 consecutive calendar weeks beginning on Sunday of the week of the employee's timely and complete application to the Department or the birth or placement of the employee's child.
- "Child" means a biological, adopted or foster child; a stepchild; a child's spouse; or a child to whom the employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of age or dependency status.
- "Covered active duty" means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.
- "Family member" means the employee's spouse or state registered domestic partner, child, parent, grandparent, grandchild or sibling. "Family member" also includes any individual who depends on the employee for care and either: (1) regularly resides in the employee's home; or (2) is in a relationship that creates an expectation that the employee will care for the person. "Family member" does not include an individual who simply resides in the same home as the employee with no expectation that the employee care for them.
- "Grandchild" means a child of the employee's child.
- "Grandparent" means a parent of the employee's parent.

- "Parent" means the biological, adoptive, de facto or foster parent; stepparent; or legal guardian of an employee or the employee's spouse or state registered domestic partner, or an individual who stood in loco parentis to an employee when the employee was a child.

Wage Replacement Benefits

Eligible employees may receive WPFMLA wage replacement benefits from the Department. Wage replacement benefits are determined and administered by the Department, not the Company. The amount of wage replacement benefits is calculated based upon an employee's average weekly wage in relation to the state average weekly wage and is capped at a maximum weekly benefit amount that is adjusted annually.

When taking leave for reasons other than medical leave for the birth of a child, family leave for bonding following the birth or placement of the employee's child or family leave for a qualifying exigency, payment of wage replacement benefits is subject to a waiting period of seven consecutive calendar days. The waiting period begins on the Sunday of the first week an eligible employee starts taking paid family or medical leave. Employees may use available paid sick and safe leave during the waiting period.

The minimum claim duration is eight consecutive hours of leave, meaning the employee claims at least eight consecutive hours at some point during the week beginning on Sunday at 12:00 a.m. and ending at 11:59 p.m. the following Saturday.

In any week in which an employee is eligible to receive benefits under federal or state unemployment compensation, industrial insurance or disability insurance laws, the employee may be disqualified from receiving WPFMLA wage replacement benefits.

Intermittent and Reduced Schedule Leave

Employees may take PFML intermittently, which means taking leave in separate blocks of time, or on a reduced schedule basis by reducing the employee's normal weekly or daily work schedule.

Payroll Deductions

WPFMLA benefits are funded by both a Company contribution and an employee contribution.

Requesting Leave

Employees must file an application for WPFMLA benefits directly with the Department using the Department's forms.

Employees must also provide advance notice to the Company as follows:

- When the need for leave is foreseeable based on an expected birth, placement of a child or planned medical treatment for a serious health condition, the employee must provide written notice to the Company at least 30 days in advance.
- When 30 days' notice is not possible, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances or a medical emergency, the employee must provide written notice to the Company as soon as practicable.
- When the need for leave due to a qualifying military exigency is foreseeable, the employee must provide written notice to the Company as soon as is practicable, regardless of how far in advance such leave is foreseeable.
- When the need for leave is not foreseeable, the employee must provide written notice to the Company as soon as is practicable under the facts and circumstances of the particular situation. If the employee is unable to provide notice personally, written notice may be given by another responsible party, such as the employee's spouse or domestic partner, neighbor or co-worker.

"As soon as is practicable" means as soon as it is both possible and practical to provide notice, taking into account all of the facts and circumstances in the individual situation.

Written notice should be provided to a manager and should specify the anticipated timing and duration of the leave. Written notice includes, but is not limited to, handwritten or typed notices, and all forms of written electronic communications such as text messages and email. Failure to provide timely notice may result in the Department denying WPFMLA benefits.

Employees must advise the Company as soon as practicable if the dates of a scheduled PFML change or are extended, or if the dates of leave were initially unknown.

Employees applying for WPFMLA benefits must provide the Department with supporting documentation or certification as required by the Department.

When using PFML concurrently with FMLA leave, employees must comply with the notice and certification requirements in the Company's FMLA policy.

Employees must make a reasonable effort to schedule treatment in a manner that does not unduly disrupt the Company's operations, subject to the approval of the employee's or family member's health care provider.

Whenever an employee who is qualified for WPFMLA benefits is absent from work for family leave or medical leave for a period of more than seven consecutive days, the Company will provide the employee with a written statement of the employee's rights. The notice will be provided to the employee within five business days after the employee's seventh consecutive day of absence due to family or medical leave, or within five business days after the Company has received notice that the employee's absence is for such reasons, whichever is later.

Benefits

The Company will continue making contributions to employee group health benefits during WPFMLA leave on the same terms as if the employee had continued to actively work. This means that if employees want their benefits coverage to continue during the WPFMLA leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Failure to make timely payments may result in termination of health insurance coverage. For leave that also qualifies under the FMLA, benefits continuation will be provided as required by applicable law for the portion of the leave designated as FMLA leave.

Effect on Other Rights and Paid Leave

When both the FMLA and the WPFMLA apply, the leave provided by each will count against the employee's entitlement under both laws, and leave taken under the FMLA will run concurrently with leave taken under the WPFMLA.

WPFMLA leave is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth, as provided under the Company's Pregnancy Disability Leave policy. When an employee takes leave for pregnancy disability under both the WPFMLA and the Pregnancy Disability Leave policy, the two leaves will run concurrently, but an employee's WPFMLA leave entitlement or eligibility does not limit the amount of leave to which the employee may be entitled under the Pregnancy Disability Leave policy.

The Company will not require employees to take paid sick leave provided by the Company before, in place of or concurrently with WPFMLA leave. An employee may choose whether or not to take paid leave provided under a collective bargaining agreement or Company policy; however, sick leave will be a supplemental benefit to WPFMLA leave. An employee may not use more supplemental benefits than will be required to

provide the employee with a total of 100% of their pay for the absence (except that an employee may use any available paid sick leave as provided for by applicable law).

Return From Leave

Employees who return to work as scheduled at the end of WPFMLA leave will be reinstated to the same position they held at the time when the leave began, or to an equivalent position with comparable benefits, pay and other terms and conditions of employment, if the employee meets the following requirements:

- The employee is in "employment" in Washington State (as defined by the WPFMLA).
- The employee has been employed by the Company for 12 months or more.
- The employee has worked for the Company for at least 1,250 hours during the 12 months immediately preceding the date on which leave will commence.

For employees who do not meet the eligibility requirements for job reinstatement under the WPFMLA, reinstatement is not guaranteed. Other laws that provide for reinstatement may apply, and the Company will comply with all applicable reinstatement requirements.

Protected Rights

The Company takes its WPFMLA obligations very seriously and will not interfere with, restrain or deny the exercise of any right protected under the WPFMLA. The Company will not discriminate or retaliate against any employee because that person uses or attempts to use WPFMLA benefits. Employees who believe that their WPFMLA rights have been violated in any way should immediately report the matter to VanderHouwen Human Resources.

Employees may also contact VanderHouwen Human Resources with questions regarding WPFMLA benefits.

Meal and Rest Breaks

Employees working more than five hours in a shift will be allowed a meal break of at least 30 minutes. The meal break must be taken between the second and the fifth hour of work. An additional meal break will be provided for each additional five hours of work and will be given within five hours from the end of the first meal break.

Employees who work three or more hours longer than the normally scheduled shift will be allowed at least one 30-minute meal break prior to or during that extra work time.

Meal breaks of at least 30 minutes, during which the employee is completely relieved from duty, are unpaid. Meal breaks may be voluntarily waived by an employee. Any such waiver may be revoked by the employee at any time. Any employee who is required to work through some or all of a 30-minute meal break or whose 30-minute meal break is interrupted should report it to VanderHouwen Human Resources.

Employees must take a 10-minute paid rest break for every four hours worked and must not work more than three consecutive hours without a paid 10-minute rest break. An employee's paid rest breaks do not have to be scheduled in 10-minute blocks if the nature of the work allows the employee to take shorter, intermittent rest breaks totaling ten minutes for every four hours worked. A rest break taken in a 10-minute block must be scheduled as near as possible to the midpoint of the work period. An employee may not waive a paid rest break.

Any employee who does not receive a rest break in accordance with this policy should report it. If an employee does not report a missed or shortened meal or rest break, the Company will assume the employee took their meal and rest breaks as required by this policy.

Employees are expected to take their meal and rest breaks and management is expected to ensure that employees take meal and rest breaks in accordance with this policy. Supervisors may not pressure or coerce employees to work through their meal or rest breaks. Any employee who feels they have been pressured or coerced into working through a meal or rest break should immediately report the situation to VanderHouwen Human Resources.

Violations of this policy should be reported to VanderHouwen Human Resources. Every report will be fully investigated, and corrective action will be taken when appropriate.

In addition, the Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Company's investigation of such reports. Any form of retaliation in violation of this policy will should be reported to VanderHouwen Human Resources.

Any employee who is unable to take all of the breaks to which they are entitled in accordance with this policy, or who has been prevented or discouraged from taking a break to which they are entitled under this policy, should immediately notify VanderHouwen Human Resources.

Discussion of Wages

No employee is prohibited from inquiring about, disclosing, comparing or otherwise discussing their wages or the wages of another employee or from asking the Company to provide a reason for the employee's wages and/or lack of opportunity for advancement. The Company also will not retaliate against any employee because they aid or encourages another employee to exercise their rights to discuss or disclose wage information.

Employees are not required to disclose their wages.

This policy does not apply to disclosure of other employees' wage information by employees who have access to such information solely as part of their essential job functions and who, while acting on behalf of the Company, make unauthorized disclosure of that information. Company representatives may disclose employees' wages in response to a complaint or charge, in furtherance of an investigation or when otherwise consistent with the Company's legal duty to provide information.

Smoke-Free Workplace

The Company prohibits smoking in the workplace and in any area that is within 25 feet of an enclosed work area. Employees wishing to smoke must do so outside of Company facilities and at least 25 feet away from enclosed work areas during scheduled work breaks.

Employees who observe other individuals smoking in the workplace in violation of this policy have a right to object and should report the violation to their Client supervisor. Employees will not be disciplined or retaliated against for reporting smoking that violates Washington law or this policy.

Employees who violate this policy will be subject to disciplinary action up to and including termination of employment.

Cell Phone Use/Texting While Driving

As set forth in the New Hire Orientation Document, the Company prohibits employees from using cellular phones for business reasons while driving, for any reason while driving for work-related purposes and while driving a Company-owned vehicle. Employees should also be aware that using a personal electronic device with either hand or both hands while driving is a violation of Washington law, in addition to being a violation of Company policy. However, employees are permitted under the law to use a personal electronic device while driving to contact emergency services.

Washington law also prohibits drivers of commercial motor vehicles from using a handheld mobile telephone and/or texting while driving.

Seattle Policies

Seattle Paid Sick and Safe Time

The Company provides eligible employees with sick leave pursuant to Washington's Paid Sick Leave Law (PSLL), as applicable, and Seattle's Paid Sick and Safe Time Ordinance (PSSTO). The Company will comply with all applicable requirements of the law that is more favorable to employees.

The Company is a Tier Three employer under the PSSTO.

Eligibility

All employees working in Seattle for the Company are eligible to receive sick leave under this policy, except that employees who are typically based outside of Seattle and who perform work in Seattle on an occasional basis are not eligible to receive sick leave under this policy until they have worked at least 240 hours in Seattle within a benefit year. For purposes of this policy, the benefit year is an anniversary year based on the employee's hire date.

Accrual and Carryover of Leave

Employees begin to accrue sick leave on their first calendar day of employment with the Company or their date of eligibility under the PSSTO, whichever is later.

Sick leave accrues at a rate of one hour for every 30 hours worked. Employees accrue sick leave based on all hours worked, including overtime.

Employees may carry over up to 72 hours of accrued but unused sick leave from one benefit year to the next. The Company does not pay out any unused sick leave at year-end in lieu of carryover.

Employees will be able to determine the amount of sick leave available for use by reviewing their paystubs.

Using Leave

Employees cannot use sick leave until their 90th calendar day of employment with the Company. After that, employees may use sick leave as it is accrued.

Employees must use sick leave in an initial increment of at least one hour, to cover all or part of a workday. Employees are not required to search for or find a replacement worker to cover the period during which they use sick leave.

Covered Reasons for Use

Sick leave may be used only during times that an employee cannot work for the following reasons:

- The employee's mental or physical illness, injury or health condition; need for medical diagnosis, care or treatment for the illness, injury or health condition; or need for preventive medical care.
- A family member's mental or physical illness, injury or health condition; need for medical diagnosis, care or treatment for the illness, injury or health condition; or need for preventive medical care.

- The employee's place of business reduces operations or closes for any safety-related reason or health-related reason. A "health-related reason" is a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material. It does not include closures for inclement weather.
- A family member's school or place of care has been closed, including after the declaration of an emergency by a local or state government or agency, or by the federal government.
- To allow the employee to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or their family member.
- Absences related to domestic violence, sexual assault, or stalking in order to:
 - Seek legal or law enforcement assistance to ensure the health and safety of the employee or the employee's family member;
 - Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault or stalking, or attend to health care treatment for a victim who is the employee's family member;
 - Obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking;
 - Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking, in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking;
 - Participate in safety planning;
 - Temporarily or permanently relocate; or
 - Take other actions to increase the safety of the employee or the employee's family member from future domestic violence, sexual assault or stalking.

For purposes of this policy, for sick leave that is **not** related to an incident of domestic violence, sexual assault or stalking, "family member" means the employee's:

- Spouse,
- Registered domestic partner;
- Child (including a biological, adopted or foster child, a stepchild, a child's spouse, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status);
- Parent (including a biological, adopted, de facto, foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis to an employee when the employee was a minor child);
- Sibling;
- Grandchild;
- Grandparent; or
- Any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care.

For sick leave related to an incident of domestic violence, sexual assault or stalking, "family member" means the employee's:

- Spouse (current or former);
- Registered domestic partner (current or former);
- Person with whom they have a child in common (regardless of whether they have been married or lived together);
- Child (including a biological, adopted or foster child, a stepchild, a legal ward, or a child to whom the employee stands in loco parentis, who is: (a) under 18 years of age; or (b) 18 years of age or older and incapable of self-care because of a mental or physical disability [**insert if covered under the PSL: ; or a child's spouse**]);

- Parent or parent-in-law (including a biological or adoptive parent or an individual who stood in loco parentis when the employee, their spouse or domestic partner was a child);
- Grandparent;
- Any adult person related to the employee by blood or marriage; or
- Any person with whom the employee has a current or former dating or cohabitation relationship.

Notice Required

If the need to use sick leave is foreseeable, such as for prescheduled medical appointments and court dates in domestic violence cases, employees must provide at least seven days' advance notice of an absence from work to their Client Supervisor and VanderHouwen Human Resources. Employees must make a reasonable effort to schedule the use of sick leave in a manner that does not unduly disrupt the Company's operations. If the need to use sick leave is unforeseeable, employees must provide notice to their Client Supervisor and VanderHouwen Human Resources as soon as possible before the start of their scheduled shift unless it is not practicable to do so.

When notifying the Company of the need to use sick leave, an employee should include the anticipated duration of the absence, when possible.

In all circumstances, employees are responsible for specifying that the time off is for sick leave reasons so that the absence may be designated as a sick leave absence.

Verification of Absence

If an employee uses sick leave for more than three consecutive workdays, the Company may require a doctor's note or other verification of the employee's need for the absence. Depending on the circumstances, verification may include a doctor's note (for the employee's own or family member's health condition); a school closure order; police report, court document or court order of protection (indicating domestic violence, sexual assault, or stalking); a statement from a qualifying professional affirming involvement in a qualifying immigration proceeding; and/or other verification as permitted by applicable law. The Company will not ask the employee to provide documentation that explains the nature of the health condition or any personally identifiable information about a person's immigration status or underlying immigration protection.

In the event that the Company requires verification of an employee's need for sick leave, the employee generally must return requested verification of the use of sick leave within a reasonable time period during or after the use, and not more than 10 calendar days after the first day of such use. Employees must return requested verification of the use of sick leave related to an incident of domestic violence, sexual assault or stalking in a timely manner after the Company requests the verification. If an employee fails to return requested verification within the timeline described in this paragraph, and does not assert that obtaining the requested verification would result in an unreasonable burden or expense, sick leave may be denied or delayed.

In all cases, if an employee anticipates that complying with a request for verification will result in an unreasonable burden or expense on the employee, the employee may provide an oral or written explanation to the Company, which asserts that the use of sick leave was for an authorized purpose and explains why compliance with the verification request creates an unreasonable burden or expense on the employee. Within 10 calendar days of the employee providing an explanation to the Company, the Company will make a reasonable effort to identify and provide alternatives for the employee to meet the verification requirement in a manner that does not result in unreasonable burden or expense on the employee.

The Company may request documentation related to the absence for other reasons as required or permitted under federal, state or other local law including but not limited to for family medical leave or related to a reasonable accommodation.

The Company will keep confidential any documentation or verification information provided regarding leave use, in accordance with federal, state and local law.

Discipline for Unprotected Use of Leave

Discipline, up to and including termination, may be taken against an employee who:

- Uses sick leave for a purpose not covered by, or in a manner not consistent with, the PSLL, as applicable, or the PSSTO; or
- Violates this policy's requirements concerning requesting, using, recording, verifying, and/or documenting use of sick leave.

Rate of Pay

Employees will be paid for sick leave at their normal hourly compensation rate at the time of the absence, or the effective minimum wage, whichever is greater.

Separation From Employment and Rehire

The Company does not pay employees for unused sick leave at any time, including upon separation from employment for any reason.

If an employee is rehired within 12 months of employment ending, the employee's previously accrued but unused sick leave balance will be reinstated and made available for use in accordance with the PSLL, as applicable, and the PSSTO. However, if the period of time an employee separates from employment extends into the following benefit year, the Company will not reinstate more than 72 hours of previously accrued but unused sick leave.

No Discrimination or Retaliation

As long as the use of sick leave complies with the requirements of this policy and the PSLL, as applicable, and the PSSTO, the Company will not count employees' use of sick leave as an absence or "occurrence" under any Company attendance policy. Therefore, any such use of paid sick leave will not lead to or result in discipline, demotion, suspension or termination.

Employees have the right to request and use sick leave. Discrimination or retaliation against an employee for their exercise of any rights provided by the PSLL or the PSSTO, including the use of sick leave, is prohibited. The Company will not retaliate or discriminate against any employee for requesting or using sick leave for authorized circumstances; making a complaint or informing a person about a suspected violation of this policy; cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation; opposing any policy or practice prohibited by any sick and safe time or mandatory paid leave law; or informing any person of their potential rights under the law.

Additional Information

Employees who have questions about this policy should contact VanderHouwen Human Resources.

Tacoma Policies

Tacoma Paid Sick and Safe Leave

The Company provides eligible employees with sick leave pursuant to Washington's Paid Sick Leave Law (PSLL), as applicable, and Tacoma's Paid Sick Leave Ordinance (PSLO). The Company will comply with all applicable requirements of the law that is more favorable to employees.

Eligibility

All employees working in Tacoma more than 80 hours in any benefit year for the Company are eligible to receive sick leave under this policy. For purposes of this policy, the benefit year is an anniversary year based on the employee's hire date.

Accrual and Carryover of Leave

Employees begin to accrue sick leave on their first calendar day of employment with the Company or their date of eligibility under the PSLO, whichever is later.

Sick leave accrues at a rate of one hour for every 40 hours worked. Employees accrue sick leave based on all hours worked, including overtime.

Employees may carry over up to 40 hours of accrued but unused sick leave from one benefit year to the next. The Company does not pay out any unused sick leave at year-end in lieu of carryover.

Employees will be able to determine the amount of sick leave available for use by reviewing their paystubs.

Using Leave

Employees cannot use sick leave until their 90th calendar day of employment with the Company. After that, employees may use sick leave as it is accrued.

Employees must use sick leave in increments of one hour, to cover all or part of a workday.

Employees are not required to search for or find a replacement worker to cover the period during which they use sick leave.

Covered Reasons for Use

Sick leave may be used only during times that an employee cannot work for the following reasons:

- The employee's mental or physical illness, injury or health condition; need for medical diagnosis, care or treatment for the illness, injury or health condition; or need for preventive medical care.
- A family member's mental or physical illness, injury or health condition; need for medical diagnosis, care or treatment for the illness, injury or health condition; or need for preventive medical care.
- The employee's place of business has been closed by order of a public official for any health-related reason. A "health-related reason" is a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material. It does not include closures for inclement weather.

- The employee's child's school or place of care has been closed by order of a public official or after the declaration of an emergency by a local or state government or agency, or by the federal government.
- Bereavement for the death of a family member.
- To prepare for or participate in any judicial or administrative immigration proceeding involving the employee or their family member.
- Absences due to domestic violence, sexual assault, or stalking of the employee or the employee's family member in order to:
 - Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's family member, including but not limited to preparing for or participating in any civil or criminal legal proceeding related to or derived from the domestic violence, sexual assault, or stalking;
 - Obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center or other social services program for relief from domestic violence, sexual assault or stalking; or
 - Participate in safety planning, temporarily or permanently relocate or take other actions to increase the safety of the employee or the employee's family member from future domestic violence, sexual assault or stalking.

For purposes of this policy, "family member" means the employee's:

- Spouse;
- Registered domestic partner;
- Child (including a biological, adopted or foster child, a stepchild, a child's spouse, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status);
- Parent (including a biological, adopted, de facto, foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis to an employee when the employee was a minor child);
- Sibling (one of two or more children related by either sharing a common parent or when a spousal relationship exists between the children's parents);
- Grandchild;
- Grandparent; or
- Any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care.

For sick leave related to an incident of domestic violence, sexual assault or stalking, a "family member" means the employee's:

- Spouse;
- Registered domestic partner;
- Child (including a biological, adopted or foster child, a stepchild, a legal ward or a child to whom the employee stands in loco parentis, who is: (a) under 18 years of age; or (b) 18 years of age or older and incapable of self-care because of a mental or physical disability);
- Parent or parent-in-law (including a biological or adoptive parent or an individual who stood in loco parentis when the employee, their spouse or domestic partner was a child);
- Grandparent; or
- An individual with whom the employee has a dating relationship.

Notice Required

If the need to use sick leave is foreseeable, such as for prescheduled medical appointments and court dates in domestic violence cases, employees must provide at least seven days' advance notice of an absence from work to their Client Supervisor and VanderHouwen Human Resources. Employees must make a reasonable effort to schedule the use of sick leave in a manner that does not unduly disrupt the Company's operations. If the need to use sick leave is unforeseeable, employees must provide notice to their Client Supervisor and VanderHouwen Human Resources as soon as possible before the start of their scheduled shift unless it is not practicable to do so.

When notifying the Company of the need to use sick leave, an employee should include the anticipated duration of the absence, when possible.

In all circumstances, employees are responsible for specifying that the time off is for sick leave reasons, so that the absence may be designated as a sick leave absence.

Verification of Absence

If an employee uses sick leave for more than three consecutive workdays, the Company may require a doctor's note or other verification of the employee's need for the absence. Depending on the circumstances, verification may include a doctor's note (for the employee's own or family member's health condition); a school closure order; a police report, court document or court order of protection (indicating domestic violence, sexual assault, or stalking); a statement from a qualifying professional affirming involvement in a qualifying immigration proceeding; and/or other verification as permitted by applicable law. The Company will not ask the employee to provide documentation that explains the nature of the health condition or any personally identifiable information about a person's immigration status or underlying immigration protection.

In the event that the Company requires verification of an employee's need for sick leave, the employee generally must return requested verification of the use of sick leave within a reasonable time period during or after the use, and not more than 10 calendar days after the first day of such use. Employees must return requested verification of the use of sick leave related to an incident of domestic violence, sexual assault or stalking in a timely manner after the Company requests the verification. If an employee fails to return requested verification within the timeline described in this paragraph, and does not assert that obtaining the requested verification would result in an unreasonable burden or expense, sick leave may be denied or delayed.

In all cases, if an employee anticipates that complying with a request for verification will result in an unreasonable burden or expense on the employee, the employee may provide an oral or written explanation to the Company, which asserts that the use of sick leave was for an authorized purpose and explains why compliance with the verification request creates an unreasonable burden or expense on the employee. Within 10 calendar days of the employee providing an explanation to the Company, the Company will make a reasonable effort to identify and provide alternatives for the employee to meet the verification requirement in a manner that does not result in unreasonable burden or expense on the employee.

The Company may request documentation related to the absence for other reasons as required or permitted under federal, state or other local law including but not limited to family medical leave or related to a reasonable accommodation.

The Company will keep confidential any documentation or verification information provided regarding leave use, in accordance with federal, state and local law.

Discipline for Unprotected Use of Leave

Discipline, up to and including termination, may be taken against an employee who:

- Uses sick leave for a purpose not covered by, or in a manner not consistent with, the PSLL, as applicable, or the PSLO; or
- Violates this policy's requirements concerning requesting, using, recording, verifying, and/or documenting use of sick leave.

Rate of Pay

The rate of pay for sick leave will be calculated in accordance with applicable law.

Separation From Employment and Rehire

The Company does not pay employees for unused sick leave at any time, including upon separation from employment for any reason.

If an employee is rehired within 12 months of employment ending, the employee's previously accrued but unused sick leave balance will be reinstated and made available for use in accordance with the PSLL, as applicable, and the PSLO. However, if the period of time an employee separates from employment extends into the following benefit year, the Company will not reinstate more than 40 hours of previously accrued but unused sick leave.

No Discrimination or Retaliation

As long as the use of sick leave complies with the requirements of this policy and the PSLL, as applicable, and the PSLO, the Company will not count employees' use of sick leave as an absence or "occurrence" under any Company attendance policy. Therefore, any such use of sick leave will not lead to or result in discipline, demotion, suspension or termination.

Employees have the right to request and use sick leave. Discrimination or retaliation against an employee for their exercise of any rights provided by the PSLL or the PSLO, including the use of paid sick leave, is prohibited. The Company will not retaliate or discriminate against any employee for requesting or using sick leave for authorized circumstances; making a complaint or informing a person about a suspected violation of this policy; cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation; opposing any policy or practice prohibited by any sick and safe time or mandatory paid leave law; or informing any person of their potential rights under the law.

If an employee believes they have been subjected to a violation of the PSLO or that they have been retaliated against for exercising protected rights under the PSLO, they may file a written complaint with the City of Tacoma.

Additional Information

Employees who have questions about the Tacoma Paid Sick Leave policy should contact VanderHouwen Human Resources.

Paid time off. Peace of mind.

Paid Family and Medical Leave provides paid time off when a serious health condition prevents you from working, when you need to care for a family member or a new child, or for certain military-related events. It's here for you when you need it most, so you can focus on what matters.

How it works



Nearly every Washington worker—whether you work full time or part time in a small to large business—is eligible for up to 12 weeks of Paid Family and Medical Leave. You need to work 820 hours in Washington, or about 16 hours per week, over the course of about a year. You can get up to 16 weeks if you have family and medical events in the same year, or up to 18 weeks in some cases. Leave doesn't have to be taken all at once. You can use these weeks within your "claim year," which starts when you apply and then runs for the next 52 weeks. When that claim year expires you can then be eligible for leave again.

You apply for leave with the Employment Security Department and will get partial wage replacement, up to 90 percent of your typical pay, capped at **\$1,542** per week.

Your rights



If you meet the requirements, you have the right to take paid time off using Paid Family and Medical Leave.

If you qualify for Paid Family and Medical Leave, your employer cannot prevent you from taking it. Your employer also cannot require you to use other types of leave, such as sick or vacation days, before or after taking Paid Family and Medical Leave. The program is funded by premiums shared between workers and many employers. The premium is **0.92%** of your wage. You may pay about **71.52%** of that total, and your employer (if they have 50 or more employees) pays the rest. A calculator to estimate premiums is available on our website.

To file a complaint against your employer about Paid Family and Medical Leave, email or call our Customer Care Team at paidleave@esd.wa.gov or (833) 717-2273.

You may also contact the Office of the Paid Family and Medical Leave Ombuds. The Ombuds is appointed by the governor and serves as a neutral, independent third party to help workers and employers in their dealings with the Department. The Office of the Ombuds investigates, reports on and helps settle complaints about service deficiencies and concerns with the Paid Family and Medical Leave program. Learn more at www.paidleaveombuds.wa.gov or call the Ombuds' office at 844-395-6697.

Learn more and apply at
paidleave.wa.gov

Washington
Paid Family & Medical Leave

 **Employment
Security
Department**
WASHINGTON STATE

Updated 12/2024

Receipt of Washington Addendum

This acknowledges I have received a copy of the VanderHouwen (referred to throughout this Addendum as VanderHouwen or the Company) Washington Addendum. As an employee of VanderHouwen, I agree to read this Addendum, and to ask VanderHouwen Human Resources about any portion of the Addendum I do not understand. I understand and agree that VanderHouwen has the right to add, delete, or otherwise modify the policies, procedures or other information provided in this Addendum at any time. I also understand and agree that VanderHouwen has the right to interpret and apply the policies and procedures in this Addendum in their discretion. I agree to abide by these policies, procedures, and other requirements of this Addendum. I understand that my failure to do so will lead to disciplinary action, up to and including immediate termination for the first offense.

I understand that, except where required otherwise by applicable state law, neither this State Addendum nor any verbal statements made by VanderHouwen constitute an agreement or promise of continued employment and that the provisions of this Addendum may be changed at any time. I understand that I am employed at will and that VanderHouwen reserves the right to terminate my employment at any time for any reason, with or without cause or notice, and that I also reserve the right to terminate my employment at any time for any reason, with or without cause or notice. Only the President of VanderHouwen is authorized to modify this at-will employment policy or enter into an agreement contrary to this policy. Any such modification must be in writing and signed by me and the President.

If I have any questions about this employment relationship, I understand that I can contact VanderHouwen Human Resources.

Employee's Name (printed): _____ Date: _____

Employee's Signature: _____