



VanderHouwen

Recruiting • Relationships • Opportunity

California Contractor Addendum Effective March 2026

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Discrimination, Harassment, and Retaliation Prevention

Equal Employment Opportunity

VanderHouwen is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns and volunteers based on their actual or perceived: race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, ancestry, physical disability (including HIV/AIDS) and mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 and over), sexual orientation, Civil Air Patrol status, military or veteran status, an individual's reproductive health decisions and any other consideration protected by federal, state or local law (collectively referred to as "protected characteristics").

For purposes of this policy, discrimination on the basis of "national origin" also includes discrimination against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States, as well as discrimination based upon any of the following:

- An individual's or individual's ancestors' actual or perceived physical, cultural, or linguistic characteristics associated with a national origin group;
- Marriage to or association with individuals of a national origin group;
- Tribal affiliation;
- Membership in or association with an organization identified with or seeking to promote the interests of a national origin group;
- Attendance or participation in schools, churches, temples, mosques, or other religious institutions generally used by persons of a national origin group; or
- A name that is associated with a national origin group.

An employee's or applicant for employment's immigration status will not be considered for any employment purpose except as necessary to comply with federal, state, or local law.

The Company allows employees to self-identify their preferred gender, name and/or pronoun, including gender-neutral pronouns. The Company will use an employee's gender or legal name as indicated on a government-issued identification document, only as necessary to meet an obligation mandated by law. Otherwise, the Company will identify the employee in accordance with the employee's current gender identity and preferred name.

The Company will not tolerate discrimination or harassment based upon these protected characteristics or any other characteristic protected by applicable federal, state, or local law. The Company also does not retaliate or otherwise discriminate against applicants or employees who request a reasonable accommodation for reasons related to disability or religion. Our commitment to equal employment opportunity applies to all persons involved in our operations and prohibits unlawful discrimination and harassment by any employee (including Client Supervisors and co-workers), agent, client, customer, or vendor.

Prohibited Harassment

VanderHouwen committed to providing a work environment that is free of illicit harassment based on any protected characteristics. As a result, the Company maintains a strict policy prohibiting sexual harassment and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns or volunteers based on any legally-recognized basis,

including, but not limited to, their actual or perceived race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, ancestry, citizenship status, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 or over), sexual orientation, Civil Air Patrol status, military or veteran status, an individual's reproductive health decisions or any other consideration protected by federal, state or local law. For purposes of this policy, discrimination on the basis of "national origin" also includes harassment against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States, and based on any of the following:

- An individual's or individual's ancestors' actual or perceived physical, cultural, or linguistic characteristics associated with a national origin group;
- Marriage to or association with individuals of a national origin group;
- Tribal affiliation;
- Membership in or association with an organization identified with or seeking to promote the interests of a national origin group;
- Attendance or participation in schools, churches, temples, mosques, or other religious institutions generally used by persons of a national origin group; or
- A name that is associated with a national origin group.

All such harassment is prohibited.

This policy applies to all persons involved in our operations, including coworkers, supervisors, managers, temporary or seasonal workers, agents, clients, vendors, customers, or any other third party interacting with the Company ("third parties") and prohibits proscribed harassing conduct by any employee or third party, including non supervisory employees, supervisors, and managers. If such harassment occurs on the Company's premises or is directed toward an employee or a third party interacting with the Company, the procedures in this policy should be followed.

Sexual Harassment Defined

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal, or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment also includes various forms of offensive behavior based on sex and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering; making sexual gestures; displaying sexually suggestive objects or pictures, cartoons, posters, websites, emails, or text messages.
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about an employee's body or dress.
- Verbal sexual advances or propositions.

- Verbal abuse of a sexual nature; graphic verbal commentary about an individual's body; sexually degrading words to describe an individual; suggestive or obscene letters, notes, or invitations.
- Physical conduct: touching, assault, impeding or blocking movements.
- Retaliation for reporting harassment or threatening to report sexual harassment.
- An employee may be liable for harassment based on sex even if the alleged harassing conduct was not motivated by sexual desire. An employee who engages in unlawful harassment may be personally liable for harassment even if the Company had no knowledge of such conduct.

Other Types of Harassment

Prohibited harassment on the basis of any legally protected classification, including, but not limited to: race (including traits historically associated with race, such as hair texture and protective hairstyles), color, national origin, ancestry, physical disability (including HIV/AIDS) and mental disability, medical condition, genetic information, marital status (including domestic partnership status), age (40 or over), sexual orientation, Civil Air Patrol status, military or veteran status, immigration status or any other consideration protected by federal, state or local law, includes behavior similar to the illustrations above pertaining to sexual harassment. This includes conduct such as:

- Verbal conduct including threats, epithets, derogatory comments, or slurs based on an individual's protected classification;
- Visual conduct, including derogatory posters, photographs, cartoons, drawings, or gestures based on protected classification; and
- Physical conduct, including assault, unwanted touching or blocking normal movement because of an individual's protected status.

Abusive Conduct Prevention

It is expected that the Company and persons in the workplace perform their jobs productively as assigned, and in a manner that meets all of management's expectations, during working times, and that they and refrain from any malicious, patently offensive or abusive conduct including but not limited to conduct that a reasonable person would find offensive based on any of the protected characteristics described above. Examples of abusive conduct include repeated infliction of verbal abuse, such as the use of malicious, derogatory remarks, insults, and epithets, verbal, or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the intentional sabotage or undermining of a person's work performance.

Protection Against Retaliation

Retaliation is prohibited against any person by another employee for using the Company's complaint procedure, reporting proscribed discrimination or harassment, or filing, testifying, assisting, or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Discrimination, Harassment, Retaliation and Abusive Conduct Complaint Procedure

Any employee who believes that they have been harassed, discriminated against, or subjected to retaliation or abusive conduct by a co-worker, Client, Client Supervisor, agent, vendor, customer, or any other third party interacting with the Client or VanderHouwen in violation of the foregoing policies, or who is aware of such behavior against others, should immediately provide a written or verbal report to VanderHouwen Human Resources.

Employees are not required to make a complaint directly to their immediate Client Supervisor and can instead report to VanderHouwen Human Resources or any other member of management. Complaints regarding a Client or Client Supervisor must be made immediately to VanderHouwen Human Resources, who will work to resolve the issue in a timely manner.

When a report is received, the Company will collaborate with the Client to conduct a fair, timely, thorough, and objective investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The Company expects all employees to fully cooperate with any investigation conducted into a complaint of proscribed harassment, discrimination, or retaliation or regarding the alleged violation of any other Company policies. The Company will maintain confidentiality surrounding the investigation to the extent possible and to the extent permitted under applicable federal and state law.

Upon completion of the investigation, the Company and the Client will communicate its conclusion as soon as practical. If the Company determines that this or another policy has been violated, remedial action will be taken, commensurate with the severity of the offense, up to and including termination of employment. Appropriate action will also be taken to deter any such conduct in the future.

The federal Equal Employment Opportunity Commission (EEOC) and the California Civil Rights Department (CRD) will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party. Information may be located by visiting the agency website at www.eeoc.gov or <https://calcivilrights.ca.gov/>. The CRD Sexual Harassment Prevention training may be accessed at <https://calcivilrights.ca.gov/shpt/>.

Reporting and Anti-Retaliation Policy

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

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

What Can Be Reported?

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

- Intentional manipulation of company purchase procedures for personal gain;
- Bribery;
- Theft or embezzlement of company resources;
- False statements made on financial reports and other official communications;
- Creation of false contracts;
- Misuse of Company resources for personal benefit;
- Expense claim fraud;

- Association with outside companies in a manner that creates a conflict of interest in the performance of job functions;
- Disclosure, destruction, or theft of confidential and proprietary Company information;
- Presentation or creation of false claims for government payment;
- Creation of a false record or statement in support of a fraudulent claim for government payment; and
- Other violations of the Company's Code of Conduct.

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

Procedure for Submitting Confidential Complaints

Employees may submit complaints, concerns, and information regarding potential unethical, fraudulent, or illegal business conduct to their immediate Client Supervisor. As your employer, VanderHouwen is a resource to help you determine how to appropriately report a concern. If the employee is not comfortable speaking to their Client Supervisor or is not satisfied with the Client Supervisor's response, or if the concern relates to a particularly serious or sensitive issue, the employee is encouraged to report their concern to VanderHouwen Human Resources by emailing HR@vanderhouwen.com.

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

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

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

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

Policy Prohibiting Unlawful Retaliation or Discrimination

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

It is the Company's policy to adhere to all applicable laws protecting its employees against unlawful discrimination or retaliation as a result of their lawfully reporting complaints or participating in investigations regarding alleged unethical, illegal or fraudulent business matters. Specifically, the Company prohibits any form of unlawful discrimination or retaliation or taking any adverse action against employees because they have engaged in, or because they have a family member who has or is perceived to have engaged in, the following conduct:

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

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

Nothing in this addendum prohibits employees from reporting concerns, making lawful disclosures, or communicating with any governmental authority about conduct that allegedly violates any laws or regulations.

Same-Sex Marriages and Domestic Partnerships

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

Disability Accommodation

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

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

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

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

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

Religious Accommodation

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

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

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

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

Accommodation for Adult Literacy Programs

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

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

While VanderHouwen encourages employees to improve their literacy skills, VanderHouwen will not reimburse employees for the costs incurred in attending a literacy program. Time off to attend literacy programs may be provided as a reasonable accommodation unless doing so will result in an undue hardship. However, if time off is provided, the time off may be unpaid.

Accommodation for Drug or Alcohol Treatment or Rehabilitation

VanderHouwen will attempt to reasonably accommodate employees with chemical dependencies (drugs or alcohol), if they voluntarily wish to seek treatment and/or rehabilitation, unless the accommodation imposes an undue hardship on the Company's business operations. VanderHouwen's support for treatment and rehabilitation does not obligate the Company to hire or employ any person who violates VanderHouwen's drug and alcohol abuse policy or who, because of current use of drugs or alcohol, is unable to perform their

duties or cannot perform the duties in a manner that would not endanger their health or safety or the health or safety of others.

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

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

Accommodation for Victims of Domestic Violence, Sexual Assault or Stalking

VanderHouwen will make reasonable accommodations for any employee who reports that they are the victim of domestic violence, sexual assault or stalking and requests that VanderHouwen accommodate their safety while at work, unless providing the accommodation will impose an undue hardship on the Company's business operations or violates the Company's duty to provide a safe and healthy working environment for all employees.

Reasonable accommodations may include, but are not limited to: a transfer; reassignment; modified work schedule; change in work telephone number; change in work station; installed lock; assistance in documenting domestic violence, sexual assault or stalking that occurs at the workplace; safety procedures; or any other adjustment to a job structure, workplace facility or work requirement in response to a domestic violence, sexual assault or stalking or referral to a victim assistance organization.

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

VanderHouwen may request that an employee provide a written statement signed by the employee (or an individual acting on behalf of the employee) certifying that the requested accommodation is for the employee's safety while at work. The Company may also require an employee to provide a certification, such as police report, court order or documentation from a medical professional, that the employee is the victim of domestic violence, sexual assault or stalking and may request recertification every six months.

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

VanderHouwen will keep all information submitted in connection with an employee's request for an accommodation confidential to the extent permissible by law. If the law requires disclosure of information, VanderHouwen will notify the employee before any information is released.

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

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

Overtime

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime. **All overtime must be approved in advance by the employee's Client Supervisor.** Working overtime without prior authorization may result in disciplinary action, up to and including termination of employment.

All employees in California will be paid a premium for overtime hours as follows:

1. One and one-half times their regular rate of pay for all hours worked in excess of eight hours per workday (up to and including 12 hours per workday), or in excess of 40 hours in a workweek;
2. One and one-half times their regular rate of pay for the first eight hours on the seventh consecutive day of work in a workweek; and
3. Double the regular rate of pay for all hours worked in excess of 12 hours in a workday and in excess of eight hours on the seventh consecutive day of work in a workweek.

All employees are entitled to at least one day of rest every seven days in a workweek unless certain exceptions apply as described in the Company's Day of Rest Policy. An employee may independently and voluntarily choose not to take a day of rest and confirm such choice in writing with the Company.

Meal and Rest Periods

The Company complies with federal and state legal requirements concerning meal and rest periods. The Company recognizes that employees perform at their best when they have the rest and nourishment they need. This policy explains when the Company expects employees to take meal and rest periods.

Meal Periods

The Company provides at least a 30-minute meal period to employees who work more than five hours in a work period and a second 30-minute meal period to employees who work more than ten hours in a work period unless they have elected to waive a meal period in accordance with the Company's policy and state law. Under certain circumstances, employees can voluntarily elect to waive a meal period. Meal Period Waiver Forms are available from VanderHouwen Human Resources.

When an employee works for a work period of more than five hours, the Company will provide a 30-minute meal period to start within the first five hours of work (e.g., if the employee begins work at 8 a.m., the meal period will be provided to start no later than 1 p.m.). When an employee works for a work period of more than 10 hours, the Company will provide a second 30-minute meal period to start within the first ten hours of work (e.g., if the employee begins work at 8 a.m. and takes a first unpaid meal period of exactly 30 minutes, the second meal period will be provided to start no later than 6:30 p.m.).

Employees are relieved of all of their duties during meal periods and are allowed to leave the premises. Under certain circumstances, employees can voluntarily elect to waive a meal period. Meal Period Waiver Forms are available from VanderHouwen Human Resources.

The Company provides meal periods as follows:

| Number of Hours Worked in a Work Period | Number of Meal Periods Provided | Comments |
|--|--|---|
| 0 to \leq 5.0 | 0 | An employee who does not work more than five hours in a work period is not provided with a meal period. |
| > 5.0 to \leq 10.0 | 1 | An employee who works more than five hours in a work period, but who does not work more than 10 hours in a work period, is provided with a 30-minute meal period to start within the first five hours of work, subject to any meal period waiver in effect. |
| > 10.0 | 2 | An employee who works more than 10 hours in a work period is provided with a second 30-minute meal period to start within the |

| Number of Hours Worked in a Work Period | Number of Meal Periods Provided | Comments |
|---|---------------------------------|---|
| | | first 10 hours of work, subject to any meal period waiver in effect. The meal period waiver will be invalidated if the employee works more than 12 hours. |

The Company does not pay employees for meal periods, and consequently employees must record the start and stop times of their meal periods.

Rest Periods

Employees are authorized and permitted to take a 10-minute paid rest period for every four hours worked, or major fraction thereof. Employees are relieved of all of their duties during rest periods and are allowed to leave the premises. The Company authorizes and permits rest periods as follows:

| Number of Hours Worked in a Work Period | Number of 10-Minute Rest Periods | Comments |
|---|----------------------------------|--|
| 0 to < 3.5 | 0 | An employee who works less than three and one-half hours in a work period is not entitled to a rest period. |
| 3.5 to ≤ 6 | 1 | An employee who works between three and one-half and six hours in a work period is entitled to one 10-minute rest period. |
| > 6.0 to ≤ 10.0 | 2 | An employee who works more than six hours in a work period but who does not work more than 10 hours in a work period is entitled to two 10-minute rest periods. |
| > 10.0 to ≤ 14.0 | 3 | An employee who works more than 10 hours in a work period but who does not work more than 14 hours in a work period is entitled to three 10-minute rest periods. |
| Employees who work more than 14 hours in a work period may be entitled to additional rest periods. | | |

Whenever practicable, rest periods should be taken near the middle of each four-hour work period. Employees may not accumulate rest periods or use rest periods as a basis for starting work late, leaving work early, or extending a meal period. Because rest periods are paid, employees should not clock out for them.

Responsibilities

Client Supervisors are responsible for scheduling and administering their department's meal and rest periods.

Any employee who is not provided with a meal period or authorized and permitted to take a rest period in accordance with the terms of this policy is immediately entitled to a meal or rest period premium. Client Supervisors will be responsible for authorizing meal or rest period premiums. Any Client Supervisor who knows or should reasonably know that a meal or rest period was not provided in accordance with this policy should arrange with VanderHouwen for a premium to issue to the employee. Employees are responsible for reporting to their Client Supervisor and VanderHouwen Human Resources any meal period that was not provided or any rest period not authorized and permitted where the Client Supervisor would have no reason to otherwise know of this fact. Employees who feel they are owed a premium as a result of this policy, but have not received the premium, should report the missing premium immediately to VanderHouwen Human Resources.

Day of Rest

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

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

VanderHouwen will make reasonable efforts to accommodate an employee's request to observe a Sabbath or other religious holy day, unless doing so would result in undue hardship to the conduct of Company business. VanderHouwen will also attempt to make other reasonable accommodations for the religious beliefs and practices of employees unless such accommodations would result in undue hardship. Employees will be paid for all hours worked in compliance with federal, state, and local law.

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

Lactation Accommodation

Employees have the right to request lactation accommodation. VanderHouwen will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child each time the employee has a need to express milk. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, the lactation break time will be unpaid.

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

VanderHouwen will work with the Client Supervisor to ensure they provide employees with the use of a room or other location to express milk in private. The lactation room or other location will not be a bathroom and will be safe, clean, and free from hazardous materials in close proximity to the employee's work area, shielded from view and free from intrusion by co-workers and/or the public. This location may be the place where the employee normally works, if applicable. The lactation room or other location will include a surface on which to place a breast pump or other personal items, a place to sit and electricity or alternative devices (e.g., an extension cord or charging station) needed to operate an electric or battery-powered breast pump. Lactating employees who pump breast milk will also have access to a sink with running water and a refrigerator or alternative cooling device suitable for storing milk in close proximity to their workspace.

A room or other location identified for lactation may be used for other purposes. However, during times when an employee is using the location for lactation purposes, that use will take precedence over all other uses. Employees who have questions or concerns related to lactation room scheduling conflicts should

contact their Client Supervisor and VanderHouwen Human Resources. Any employee who is not provided with a break as requested to express milk should immediately contact VanderHouwen Human Resources.

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

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

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

California Paid Sick and Safe Time

The Company provides sick leave to eligible employees in compliance with California's Healthy Workplaces, Healthy Families Act (HWHFA).

Eligibility

All employees working in California for the Company are eligible to receive sick leave under this policy. Eligible employees under this policy do not include individuals who are eligible under a California local sick leave law, who will be provided with sick leave under the applicable local sick leave policy only.

Accrual and Carryover of Leave

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

Sick leave accrues at a rate of one hour for every 30 hours worked, up to an overall accrual cap of 80 hours or the equivalent of 10 workdays (based on the employee's work schedule), whichever is greater. Once an employee's sick leave balance reaches their overall accrual cap, no further sick leave will accrue until previously accrued sick leave is used. Employees will not be given retroactive credit for any period of time in which they do not accrue sick leave because their balance was at the accrual cap.

Employees accrue sick leave based on all hours worked, including overtime.

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

Employees can determine the amount of sick leave available for use by reviewing their paystubs.

Using Leave

Newly hired employees cannot use sick leave until their 90th calendar day of employment with the Company. After that, employees may use sick leave as it accrues.

Employees may use a maximum of the greater of 40 hours or the equivalent of five workdays (based on the employee's work schedule) of sick leave per benefit year.

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 diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member.
- Serving on an inquest jury or trial jury.
- Appearing in court to comply with a subpoena or other court order as a witness in any judiciary proceeding.
- Effective January 1, 2026, the employee or the employee's family member is a crime victim (as defined below) and is attending judicial proceedings related to that crime, including, but not limited to, any delinquency proceeding, a post-arrest release decision, plea, sentencing, postconviction release decision or any proceeding where a right of that person is an issue.
- For purposes of this reason for use only, a "victim" means:
 - A person against whom a violent felony, serious felony and/or felony theft or embezzlement is committed; and
 - A person who suffers direct or threatened physical, psychological or financial harm due to the commission or attempted commission of the following crimes or delinquent acts: vehicular manslaughter while intoxicated; felony child abuse likely to produce great bodily harm or a death; assault resulting in the death of a child under eight years old; felony domestic violence; felony physical abuse of an elder or dependent adult; felony stalking; solicitation for murder; a serious felony; hit-and-run causing death or injury; felony driving under the influence causing injury; or sexual assault.
- The employee or the employee's family member is a victim of a qualifying act of violence (as defined below) and is:
 - Obtaining or attempting to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim, their child, or a family member;
 - Seeking, obtaining, or assisting a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence;
 - Seeking, obtaining, or assisting a family member to seek or obtain, services from a domestic violence shelter, program, rape crisis center, or victim services organization as a result of a qualifying act of violence;
 - Seeking, obtaining, or assisting a family member to seek or obtain, psychological counseling or mental health services related to an experience of a qualifying act of violence;
 - Participating in safety planning and taking other actions to increase safety from future qualifying acts of violence;
 - Relocating or engaging in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or daycare;
 - Providing care to a family member who is recovering from injuries caused by a qualifying act of violence;
 - Seeking, obtaining, or assisting a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence;
 - Preparing for, participating in, or attending any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; or
 - Seeking, obtaining, or providing childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.
- For purposes of this reason for use only, a "qualifying act of violence" means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime against the employee or their family member:

- Domestic violence;
- Sexual assault;
- Stalking; or
- An act, conduct, or pattern of conduct in which an individual causes bodily injury or death to another individual; exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.
- For purposes of this policy, "family member" means the employee's:
 - Spouse;
 - Registered domestic partner (as defined by state or local law);
 - Child (including a biological, adopted or foster child, stepchild, legal ward, the child of a domestic partner or a child to whom the employee stands in loco parentis);
 - Parent (including a biological, adoptive or foster parent, stepparent, the parent of a spouse or domestic partner, or person who stood in loco parentis when the employee was a minor child);
 - Legal guardian;
 - Sibling;
 - Grandparent;
 - Grandchild; or
 - Designated person.

The definition of "child" applies regardless of the child's age or dependency status.

A "designated person" means a person identified by the employee at the time the employee requests sick leave.

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 make a good-faith effort to provide reasonable 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 practicable.

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 sick 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.

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

Verification of Absence

In general, employees will not be required to provide verification of the need for sick leave but may be required to provide documentation or certification of the absence under another applicable law like the federal Family and Medical Leave Act or the Americans with Disabilities Act. However, to the extent permitted by applicable law, the Company reserves the right to require a doctor's note or other verification of the employee's need for the absence when it has information indicating that the employee is not requesting paid sick leave for a valid purpose.

The Company will keep confidential health information of the employee or employee's family member, as well as information related to qualifying acts of violence perpetrated against the employee or their family member, 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 HWHFA. In addition, discipline, up to and including termination, may be taken against an employee who 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 one year 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 HWHFA.

No Discrimination or Retaliation

As long as the use of sick leave complies with the requirements of this policy and the HWHFA, 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 leave 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.

Kin Care Leave

In accordance with California's kin care law, employees may use in any calendar year a portion of their accrued and available sick leave to care for a sick family member, known as "kin care." For purposes of this policy, "kin care" is defined as the covered reasons for use permitted under the state and city paid sick leave policies listed in this addendum.

For purposes of this policy, "sick leave" means leave the Company provides as a benefit of employment for employees to use during an absence for any kin care reason. The amount of sick leave that may be taken for kin care purposes is the amount of sick leave that an employee would accrue during a six-month period.

Nothing in this policy extends the maximum period of leave to which the employee is entitled under the California Family Rights Act (CFRA) and/or the federal Family and Medical Leave Act (Fed-FMLA).

Employees taking leave for kin care purposes must comply with notice and other requirements set forth in the under the state and city paid sick leave policies listed in this addendum.

The Company will not deny an employee the right to use leave for kin care in accordance with this policy or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use, leave for kin care.

Paid Family Leave Insurance

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

- To bond with a child during the first 12 months after the child's birth or placement for adoption or foster care with the employee;
- To care for an immediate family member (spouse, registered domestic partner, child, parent, grandparent, grandchild, sibling and parent-in-law, as defined by the PFL law) who is seriously ill and requires care; or
- To participate in a qualifying exigency related to the covered active duty or call to covered active duty of the employee's spouse, domestic partner, child or parent in the United States Armed Forces.

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

Amount and Duration of Benefits

The weekly benefit amount is generally either 70 or 90 percent of the employee's earnings (depending upon the employee's income), with benefits capped at a state-imposed maximum weekly benefit amount. Employees may receive up to eight weeks of PFL benefits during a 12-month period, but may not receive more benefits than earned in wages during the base period for calculating benefits (generally, the 12 months prior to the quarter in which the claim is made).

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

Temporary Disability Insurance Program

California employees who are temporarily disabled by a non-work-related injury or illness (including disability due to pregnancy-related conditions) may be eligible to receive benefits through the California State Disability Insurance (SDI) program. Employees may also be eligible for SDI if they return to work on a reduced basis while recovering from a disability, if they are transferred to a lower-paying job position due to their disability, or when they are receiving temporary workers' compensation at a rate less than the daily SDI benefit amount.

To be eligible for SDI benefits, employees must have earned at least \$300 from which SDI deductions were withheld during their base period (generally, the 12 months prior to the quarter in which the claim is made). SDI benefits are not paid during the first seven consecutive days of any period of disability. SDI benefits begin on the eighth consecutive day of a disability and may continue being paid up to a maximum of 52 weeks or the amount of wages earned in the employee's base period for calculating benefits, whichever is less. The weekly benefit amount is generally 60 or 70 percent (effective January 1, 2025, either 70 percent or 90 percent) of the employee's earnings (depending upon the employee's income), with benefits capped according to a state-imposed maximum weekly benefits amount.

Employees will generally not be eligible to receive SDI benefits if they are receiving workers' compensation, permanent disability, or unemployment. Employees cannot collect both SDI benefits and California Paid Family Leave (PFL) benefits concurrently. However, employees may use any accrued but unused sick leave prior to receiving SDI benefits.

The SDI benefits described in this policy are a state-provided partial wage replacement benefit, not a protected leave of absence. Employees are required to obtain approval for a leave of absence by contacting VanderHouwen Human Resources and complying with applicable eligibility, notice and certification requirements when required by Company policy or applicable law. When applicable, SDI benefits may be used concurrently with leave time available under the California Family Rights Act, the federal Family and Medical Leave Act (FMLA) and any other applicable law.

Employees must file their claim for SDI benefits no later than 49 days after becoming disabled. Employees will also be required to provide certification of the disability from a health care provider. Employees may file a claim for SDI benefits with the California Employment Development Department (EDD) through [SDI Online](#).

Voting Leave

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

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

Employees must provide their Client Supervisor and VanderHouwen Human Resources with at least two working days' notice of the need for leave when, on the third working day prior to the Election Day, the employee knows or has reason to believe that they will need time off to vote on election day. Otherwise, employees must give reasonable notice of the need to have time off to vote.

Election Officer Leave

VanderHouwen will not terminate, suspend, or otherwise discriminate against employees who miss work to serve as an election officer on Election Day. Time off under this policy will be unpaid.

VanderHouwen asks that employees provide reasonable advance notice to their Client Supervisor and VanderHouwen Human Resources of the need for time off to serve as an election official, so that the time off can be scheduled to minimize disruption to normal work schedules.

Proof of having served as an election official may be required.

Leave for Jury and Witness Duty

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 or witness under court order. Under no circumstances will employees be terminated, coerced, discriminated against, retaliated against or otherwise penalized because they request or take leave in accordance with this policy.

Employees must notify their Client Supervisor and VanderHouwen Human Resources of any jury summons or subpoena or court order within a reasonable time after receipt and before their appearance is required. Verification from the court clerk of having served or appeared may be required.

Time spent engaged in attending court for prospective jury service or for serving as a juror or witness is not compensable. Employees may retain any mileage allowance or other fees paid for the jury or witness duty.

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

Emergency Responder Leave

VanderHouwen will not terminate or discipline any employee who is a volunteer firefighter, reserve peace officer or emergency rescue personnel because the employee takes time off to perform emergency duty or engages in fire, law enforcement or emergency rescue training. In the event you need to take time off for this type of emergency duty, please alert your Client Supervisor and VanderHouwen Human Resources before leaving the Company's premises.

A "volunteer firefighter" includes any person registered as a volunteer member of a regularly organized fire department of a city, county, city and county or district having official recognition of the government of the city, county, or district in which the department is located; or a regularly organized fire department of an unincorporated town.

"Emergency rescue personnel" includes any volunteer or paid officers, employees, or members of a fire department or fire protection or firefighting agency who perform first aid and medical services, rescue procedures and transportation or other related activities necessary to insure the health or safety of a person in immediate danger. Such personnel include those who work for the: (1) federal or state government; (2) city, county, city and county, district or other public or municipal corporation or political subdivision of this state; (3) sheriff's department, police department or private fire department; or (4) disaster medical response entity sponsored or requested by the state.

Employees will also be allowed up to 14 calendar days of leave per year to engage in fire, law enforcement or emergency rescue training.

All time off taken under this policy is unpaid.

Leave for Civil Air Patrol Duty

VanderHouwen will not terminate or discriminate against an employee who is a volunteer member of the Civil Air Patrol or prevent a member from performing service as part of the California Wing of the Civil Air Patrol during an emergency operational mission. Additionally, VanderHouwen will not retaliate against an employee for requesting or taking Civil Air Patrol leave in accordance with this policy.

VanderHouwen will provide eligible employees with up to 10 days per year of leave, but no more than three days at a time, unless the emergency is extended by the entity in charge of the operation and VanderHouwen approves the extension. To be eligible for leave, employees must have been employed by VanderHouwen for at least 90 days immediately preceding the start of the leave and must be duly directed and authorized by a political entity that has the authority to authorize an emergency operational mission of the California Wing of the Civil Air Patrol.

Employees must request leave with as much notice as possible. VanderHouwen may require certification from the proper Civil Air Patrol authority to verify an employee's eligibility for leave. VanderHouwen may deny leave if the employee fails to provide the required certification.

Leave taken under this policy is unpaid.

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

Leave To Attend Court Proceedings for Serious Crimes

VanderHouwen prohibits discrimination against an employee who is a victim of certain serious criminal offenses and wishes to take time off to appear in court to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, or post-conviction release decision or any proceeding in which a right of the victim is at issue.

A “victim” means any employee who suffers direct or threatened physical, psychological or financial harm as a result of the commission or attempted commission of a serious criminal offense. The term “victim” also includes the employee’s spouse, registered domestic partner, parent, child, sibling or guardian.

Before employees may take time off under this policy, they must provide VanderHouwen with reasonable advance notice of their intention to take time off, unless the advance notice is not feasible. If an employee must take an unscheduled absence due to victimization from a serious criminal offense, the employee must provide VanderHouwen with a certification within a reasonable time. The types of certification to account for an unscheduled absence include: a police report indicating the employee was a victim of one of the specified serious criminal offenses; a court order protecting or separating the employee from the perpetrator of one or more of the specified offenses, or other evidence from the court or prosecuting attorney that the employee has appeared in court; or documentation from a medical professional, domestic violence counselor or advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries resulting in victimization from one of the specific serious criminal offenses.

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

Employees may use sick leave in order to receive compensation during the time taken off from work.

Leave to Attend Judicial Proceedings Related to Certain Felonies

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

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

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

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

Employees may use sick leave in order to receive compensation during the time taken off from work.

Crime Victim Leave

The Company provides time off to any employee who is a victim or whose family member is a victim, so that the employee may obtain or attempt to obtain relief and, beginning January 1, 2026, so that the employee may attend judicial proceedings related to the crime.

For purposes of this policy, "victim" means an individual against whom a qualifying act of violence is committed. "Qualifying act of violence" means:

- Domestic violence;
- Sexual assault;
- Stalking; or
- An act, conduct, or pattern of conduct in which a third party:
 - Causes bodily injury or death to another individual;
 - Exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or
 - Uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

For an employee seeking time off to attend judicial proceedings under this policy, a "victim" also includes a person against whom a violent felony, serious felony and/or felony theft or embezzlement is committed. Additionally, it includes a person who suffers direct or threatened physical, psychological or financial harm due to the commission or attempted commission of the following crimes or delinquent acts: vehicular manslaughter while intoxicated; felony child abuse likely to produce great bodily harm or a death; assault resulting in the death of a child under eight years old; felony domestic violence; felony physical abuse of an elder or dependent adult; felony stalking; solicitation for murder; a serious felony; hit-and-run causing death or injury; felony driving under the influence causing injury; and sexual assault.

"Relief" includes, but is not limited to, a temporary restraining order, restraining order or other injunctive relief to help ensure the health, safety or welfare of the employee or the employee's family member.

For purposes of this policy, "family member" means the employee's child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person. For purposes of this policy, a "designated person" means an individual identified by the employee at the time the employee requests leave who is related to the employee by blood or whose association with the employee is the equivalent of a family relationship.

Employees should give the Company reasonable notice of the need for leave, unless advance notice is not feasible.

When an unscheduled absence occurs, the Company may require the employee to provide written certification of the need for time off. Any of the following will be considered sufficient certification:

- A police report indicating the employee or the employee's family member was a victim;
- A court order protecting or separating the employee or the employee's family member from the perpetrator of the qualifying act of violence;
- Other evidence from a court or prosecuting attorney that the employee or the employee's family member has appeared in court;
- Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider or counselor that the employee or the employee's family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence; or
- Any other form of documentation that reasonably verifies that the qualifying act of violence occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for an authorized purpose.

Additionally, an employee who is a victim or has a family member who is a victim may take time off for any of the following reasons:

- To seek or obtain, or assist a family member to seek or obtain, medical attention for injuries caused by a qualifying act of violence;
- To seek or obtain, or assist a family member to seek or obtain, services from a domestic violence shelter, program, rape crisis center or victim services organization or agency as a result of a qualifying act of violence;
- To seek or obtain, or assist a family member to seek or obtain, psychological counseling or mental health services related to an experience of a qualifying act of violence;
- To participate in safety planning and take other actions to increase safety from future qualifying acts of violence;
- To relocate or engage in the process of securing a new residence due to the qualifying act of violence (this includes securing temporary or permanent housing or enrolling children in a new school or childcare);
- To provide care to a family member who is recovering from injuries caused by a qualifying act of violence;
- To seek or obtain, or assist a family member to seek or obtain, civil or criminal legal services in relation to the qualifying act of violence;
- To prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; and
- To seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

If the reason for the leave is also covered by the federal Family and Medical Leave Act (Fed-FMLA) and/or the California Family Rights Act (CFRA), the leave pursuant to this policy and Fed-FMLA/CFRA will run concurrently. The total length of leave under this policy is limited to 12 weeks. Additionally, if an employee's family member is a victim who is not deceased as a result of crime, and the employee is not a victim, leave under this policy to relocate or engage in the process of securing a new residence is limited to five days; and total leave for any reason under this policy is limited to 10 days.

Employees may use accrued sick leave in order to receive compensation during the leave of absence.

Employees may also be entitled to a reasonable accommodation under the Company's Accommodation for Victims of Violence policy and to additional leave under the Company's Leave to Attend Judicial Proceedings Related to Certain Felonies policy and Leave to Attend Court Proceedings for Serious Crimes policy. Employees should consult those policies and/or VanderHouwen Human Resources for additional information.

The Company will keep all information submitted in connection with an employee's request for leave confidential to the extent permissible by law. If the law requires disclosure of information, the Company will notify the employee before any information is released.

The Company will not discriminate or retaliate against any employee because of the employee's or the employee's family member's status as a victim (if the employee provides the Company notice of such status or the Company has actual knowledge of such status) or because the employee takes or requests leave in accordance with this policy.

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

School Discipline Leave

Employees who are the parent or custodial guardian of a child in kindergarten or grades one through 12 may take unpaid time off to attend a school conference involving the possible suspension of their child.

To be eligible for leave, the child must be living with the employee, and the employee must provide advance notice to VanderHouwen Human Resources that their appearance at the school has been requested.

VanderHouwen may require employees to provide documentation, including a copy of the school's notice or some other certification stating that the employee's presence at the school is mandatory.

The Company will not terminate, threaten, demote, suspend or in any other manner discriminate against an employee because they take time off to appear at the school of their child or ward in accordance with this policy.

Employees may request school discipline leave or obtain more information by contacting VanderHouwen Human Resources.

Pregnancy and Pregnancy-Related Disabilities Leave and Accommodation

Pregnancy Disability Leave

Any employee who is disabled by pregnancy, childbirth, or a related medical condition (including medical conditions relating to lactation) is eligible for up to four months of pregnancy disability leave. If an employee is also eligible for leave under the federal Family and Medical Leave Act (Fed-FMLA), the Fed-FMLA leave and the pregnancy disability leave will run concurrently.

For purposes of this policy, employees are "disabled by pregnancy" when, in the opinion of their health care provider, they cannot work at all or are unable to perform any one or more of the essential functions of their job or to perform them without undue risk to themselves, the successful completion of their pregnancy or other persons as determined by a health care provider. The term disabled also applies to certain pregnancy-related conditions, including, but not limited to, severe morning sickness or the need to take time off for prenatal or postnatal care, bed rest, post-partum depression and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

Reasonable Accommodations for Employees Affected by Pregnancy

Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. Employees are considered "affected by pregnancy" if they are pregnant or have a related medical condition and their health care provider has certified that it is medically advisable for the employee to temporarily transfer or to receive some other accommodation.

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

- The employee requests a transfer or other accommodation;
- The request is based on the certification of their health care provider as "medically advisable"; and
- The transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

No additional position will be created, and the Company will not terminate another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job as a part of the accommodation process.

Examples of reasonable accommodations include: (1) modifying work schedules to provide earlier or later hours; (2) modifying work duties, practices, or policies; (3) providing time off; (4) providing furniture (such as stools) and modifying equipment and devices; and (5) providing additional break time for lactation or trips to the restroom. If time off or a reduction in hours is granted as a reasonable accommodation, the

Company will consider the reduced hours/time off as pregnancy disability leave and deduct those hours from an employee's four-month leave entitlement.

Advance Notice and Medical Certification

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, employees must provide the Company with:

- 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
- As much notice as is practicable before the leave, transfer, or reasonable accommodation when 30 days' notice is not possible; and
- A signed medical certification from their health care provider that states that they are disabled due to pregnancy or that it is medically advisable for them to be temporarily transferred or to receive some other accommodation.

The Company may require employees to provide a new certification if they request an extension of time for their leave, transfer, or other requested accommodation.

Failure to provide the Company with reasonable advance notice may result in the delay of leave, transfer, or other requested accommodation.

Duration

The Company will provide employees with pregnancy disability leave for a period not to exceed four months. The four months is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks. This leave may be taken intermittently or on a continuous basis, as certified by the employee's health care provider. Leave taken intermittently may be taken in increments of no less than one hour.

The Company may require an employee to temporarily transfer to an available alternative position to meet the medical need of the employee to take intermittent leave or work on a reduced schedule as certified by the employee's health care provider. The employee must be qualified for the alternative position, which will have an equivalent rate of pay and benefits, but not necessarily equivalent job duties.

Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of pregnancy disability leave time available to them unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

The length of the transfer or other accommodation will depend on the period of time for which it is medically advisable.

Benefits

The Company will maintain an employee's health insurance benefits during an employee's pregnancy disability leave for a period of up to four months (as defined above) on the same terms as they were provided prior to the leave time. If employees take additional time off following a pregnancy disability leave that qualifies as leave under the California Family Rights Act (CFRA), the Company will continue their health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

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

Integration With Other Benefits

Pregnancy disability leaves and accommodations that require employees to work a reduced work schedule or to take time off from work intermittently are unpaid. Employees may use their accrued sick leave during the unpaid leave of absence, if applicable. However, use of accrued sick leave will not extend the available leave of absence time. During pregnancy disability leave, employees will continue to accrue seniority to the same extent and under the same conditions as would apply to any other unpaid disability leave provided for reasons other than pregnancy disability.

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

Reinstatement

If the employee and the Company have agreed upon a definite date of return from the leave of absence or transfer, the employee will be reinstated on that date if they notify the Company that they are able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, the employee will be returned to work within two business days, where feasible, after notifying the Company of their readiness to return.

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

Employees will be returned to the same position upon the conclusion of their leave of absence or transfer unless the position ceases to exist. In cases where the employee's position no longer exists, the Company will provide a comparable position on the scheduled return date or within 60 calendar days of that return date. However, employees will not be entitled to any greater right to reinstatement than if they had not taken the leave.

To the extent required by law, some extensions beyond an employee's pregnancy disability leave entitlement may be granted when the leave is necessitated by an employee's injury, illness or disability as defined under the Americans with Disabilities Act (ADA) and/or applicable state or local law.

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

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

Family and Medical Leave

The Company recognizes that employees may need to be absent from work for an extended period of time for reasons related to care for themselves or their family member, pregnancy, the birth of a child or placement of a child for foster care or adoption. Accordingly, the Company will grant time off to employees in accordance with the requirements of the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (Fed-FMLA). If both the CFRA and Fed-FMLA apply, the leave provided by each will count against the employee's entitlement under both laws and must be taken concurrently. An employee who is eligible for leave under only one of these laws will receive benefits in accordance with that law only. In any case, employees will be eligible for the most generous benefits available under applicable law.

Employee Eligibility

To be eligible for CFRA leave, employees must have been employed by the Company for a total of at least 12 months (52 weeks) at any time before the leave starts and have worked at least 1,250 hours over the previous 12 months when the leave starts.

Qualifying Reasons for Leave

Eligible employees may request leave under the CFRA for one or more of the following reasons:

- For the birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement (i.e., bonding leave);
- To care for the employee's spouse or registered domestic partner, child (regardless of age or dependency status), parent, grandparent, grandchild, sibling or designated person with a serious health condition;
- For the employee's own serious health condition, except for disability from pregnancy, childbirth or a related medical condition; or
- For a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States;

For purposes of this policy, a "parent" includes a biological, foster or adoptive parent, a stepparent, parent-in-law, a legal guardian or other person who stood *in loco parentis* to the employee when the employee was a child.

A "designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees may identify a designated person at the time they request CFRA leave.

"Serious health condition" means an illness, injury (including, but not limited to, on-the-job injuries), impairment or physical or mental condition that involves either:

- Inpatient care (including, but not limited to, substance abuse treatment) in a hospital, hospice or residential medical care facility, including any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities) or any subsequent treatment in connection with this inpatient care; or
- Continuing treatment (including, but not limited to, substance abuse treatment) or continuing supervision by a health care provider that includes one or more of the following:
- A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to a serious health condition, its treatment or the recovery that it requires) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves treatment two or more times via an in-person visit to a health care provider, or at least one visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider;
- Any period of incapacity or treatment for incapacity due to a chronic serious health condition that requires periodic visits to a health care provider, continues over an extended period of time and may cause episodic incapacity;
- A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, such as Alzheimer's, a severe stroke and the terminal stages of a disease; or
- Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider either for:
- Restorative surgery after an accident or other injury; or
- A condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

Length of Leave

Employees are entitled to a maximum of 12 workweeks of CFRA leave in a 12-month period. The applicable "12-month period" used by the Company is a 12-month period measured forward from the start date of the employee's first CFRA leave.

CFRA leave is not available when an employee is disabled by pregnancy, childbirth or a related condition; however, such employees may be entitled to pregnancy disability leave under California's pregnancy disability leave law and the Fed-FMLA. Fed-FMLA leave will generally run concurrently with pregnancy disability leave. CFRA leave is in addition to and will not run concurrently with leave taken in accordance with California's pregnancy disability leave law.

When CFRA leave is for the birth or placement of a child and both parents work for the Company, each parent will be allowed up to 12 weeks of CFRA leave within 12 months of the child's birth or placement. When the reason for CFRA leave is the employee's serious health condition that also constitutes a "disability" under California's Fair Employment and Housing Act (FEHA), and the employee cannot return to work when their CFRA leave ends, the Company will engage in an interactive process to determine whether an extension of leave would be a reasonable accommodation under the FEHA.

Intermittent or Reduced Schedule Leave

Under some circumstances, employees may take CFRA leave intermittently, which means taking leave in blocks of time or reducing the employee's normal weekly or daily work schedule. An employee may take leave intermittently or on a reduced schedule whenever it is medically necessary to care for the employee's child, parent, spouse, registered domestic partner or registered domestic partner's child with a serious health condition or because the employee has a serious health condition. The medical necessity of the leave must be determined by the health care provider of the person with the serious health condition. Intermittent or reduced schedule leave may also be taken for absences where the employee or their family member is incapacitated or unable to perform the essential functions of the job because of a chronic serious health condition, even if the person does not receive treatment by a health care provider.

Leave due to military exigencies may also be taken on an intermittent or reduced leave schedule basis. Leave taken intermittently may be taken in increments of no less than one hour.

Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Please contact VanderHouwen Human Resources prior to scheduling medical treatment.

If CFRA Leave is taken intermittently or on a reduced schedule basis due to planned medical treatment, the Company may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If an employee using intermittent leave or working a reduced schedule finds it physically impossible to start or stop work mid-way through a shift in order to take CFRA leave and is therefore forced to be absent for the entire shift, the entire period will be counted against the employee's CFRA entitlement. However, if there are other aspects of work that the employee is able to perform that are not physically impossible, then the employee will be permitted to return to work, thereby reducing the amount of time charged against the employee's CFRA leave entitlement.

CFRA leave for bonding leave does not have to be taken in one continuous period of time, but the minimum duration is two weeks. However, upon an employee's request, bonding leave can be taken in an increment of less than two weeks on any two occasions. Additional requests for bonding leave in increments of less than two weeks may be directed to VanderHouwen Human Resources and will be considered on a case-by-case basis depending on the needs of the Company. If the request is granted, the Company may require the employee to transfer temporarily to an available alternative position.

Notice Required

Employees who wish to take planned CFRA leave must notify VanderHouwen Human Resources with reasonable promptness when they become aware of the need for leave and should identify the planned dates of the leave.

The Company may require employees to provide written notice of the need for leave, except when written notice is not possible because of the need for immediate health care consultation or treatment.

When the need for the leave is foreseeable (e.g., for the expected birth or placement of a child) employees must, if possible, provide at least 30 days' advance notice. For events that are unforeseeable, employees should notify the Company (at least verbally) as soon as they learn of the need for leave. Employees should provide notice by emailing HR@vanderhouwen.com.

Employees who need CFRA leave that is foreseeable due to a planned medical treatment should make reasonable efforts to schedule the leave to avoid disruption to Company operations.

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

Medical Certification

When the leave relates to medical issues (i.e., an employee's or their family member's serious health condition), employees will be required to provide a medical certification within 15 calendar days of the Employees on CFRA leave for their own or a family member's serious health condition may be Company's request, unless doing so is not practicable. Employees may request a certification form from VanderHouwen Human Resources. required to provide a recertification when the original certification expires, if additional leave is requested.

At the Company's expense, the Company may also require a second medical opinion regarding an employee's serious health condition. Employees are expected to cooperate with the Company in obtaining additional medical opinions that the Company may require.

Qualifying Exigency Leave Notice and Certification Requirements

Employees taking CFRA leave for a qualifying exigency must provide:

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

Employees may request a certification form from VanderHouwen Human Resources.

Failure to Provide Notice or Certification and to Return From Leave

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

Benefit Coverage

The Company will continue making contributions for an employee's group health benefits during a leave on the same terms as if the employee had continued to work. If an employee wants benefits coverage to continue during CFRA leave, the employee must continue to make any premium payments they were required to make for themselves or their dependents prior to the leave. Employees will generally be provided with group health benefits for a 12-workweek period. In some instances, the Company may recover premiums it paid on an employee's behalf to maintain health coverage if the employee fails to return to work following CFRA leave for reasons other than the continuation, recurrence, or onset of a serious health condition or circumstances beyond the employee's control.

An employee's length of service will remain intact, but benefits such as sick leave may not accrue during the unpaid CFRA leave.

An employee will not lose benefits accrued prior to the CFRA leave, but an employee is not entitled to any benefit or position that they would not have been entitled to if they did not take CFRA leave.

Compensation During Leave

CFRA leave taken under this policy is generally unpaid. However, depending upon the circumstances, employees may be eligible to receive benefits through state-sponsored programs or the Company's sponsored wage-replacement benefit programs.

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

Reinstatement

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. If an employee becomes unqualified during CFRA leave as a result of not attending a necessary course, or renewing a license, the employee will be given a reasonable opportunity to fulfill those conditions upon returning to work. Further, the Company may grant an employee's request to work a different shift, in a different or better position, or in a different location, that is better suited to the employee's personal needs upon returning from CFRA leave.

The Company will also consider a reasonable accommodation under the FEHA if an employee is returning from CFRA leave for their own serious health condition.

However, employees have no greater right to reinstatement than if they had been continuously employed rather than taken leave. For example, if an employee would have been laid off or the employee's position would have been eliminated even if they had not gone on leave, then the employee will not be entitled to reinstatement. However, if an employee has been replaced or the employee's position was restructured to accommodate the employee absence, the employee is entitled to reinstatement. The Company will not limit or deny reinstatement from CFRA leave on the basis that an employee is considered a "key employee" under the FMLA.

Before returning to work, an employee returning from leave for their own serious health condition must submit an acceptable release from a health care provider that certifies the employee is able to resume work. For an employee on intermittent or reduced schedule CFRA leave, the release may be required up to once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform their

duties, based on the serious health condition for which the employee took the intermittent or reduced schedule leave.

Confidentiality

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

Fraudulent Use of CFRA Leave Prohibited

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

No Discrimination

The Company takes its CFRA leave obligations very seriously and will not:

- Interfere with, restrain or deny the exercise of any rights provided by the CFRA;
- Terminate or discriminate against any individual for:
 - Exercising their right to CFRA leave; or
 - Giving information or testimony regarding their own or another person's leave in an inquiry or proceeding related to CFRA rights.

If an employee believes that their CFRA rights have been violated in any way, they should immediately report the matter to VanderHouwen Human Resources.

Additional Information

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

Military Leave

In addition to the federal protections included in the Company's New Hire Orientation, employees in California who serve in the military are entitled to the rights and protections set forth in the California Military and Veterans Code. Employees who are members of the National Guard or United States Reserve will be granted a temporary leave of absence without pay while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises and special exercises or like activities. This leave cannot exceed 17 calendar days annually, including time spent going to and returning from duty.

Collateral benefits will not be restricted or terminated because of an employee's temporary incapacity as a result of the employee's duty in the National Guard, Naval Militia, State Military Reserve or federal reserve components of the United States Armed Forces, if the period of incapacity is 52 weeks or less.

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

Employees who are members of California's National Guard or the National Guard of other states are entitled to reinstatement upon their return from active service military leave if they meet certain conditions.

- Employees who left a full-time position and are returning from leave will be restored to the same position or to a position of similar seniority, status and pay, unless the Company's circumstances have changed so that it is impossible or unreasonable to do so.
- Returning employees who left a part-time position will be restored to the same position or to a position of similar seniority, status and pay, only if a position exists, as long as:
 - The employee is an officer or enlisted member of the National Guard of any state;
 - The employee was called to active duty by the governor of the state in which they serve in the National Guard or by the President of the United States;
 - The employee received a certificate of satisfactory service in the National Guard;
 - The employee is still qualified to perform the duties of the position;
 - If the employee left a full-time position, they applied for reemployment within 40 days of being released from service, or if the employee left part-time employment, they applied for reemployment within five days of being released from service; and
 - The employee's position was not temporary.

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

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

To request leave based on military service or for more information on military leave rights and requirements, contact VanderHouwen Human Resources.

Family Military Leave

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

Employees must provide VanderHouwen with notice of their intention to take leave within two business days of receiving official notice that their spouse or registered domestic partner will be on leave from deployment. VanderHouwen may also request that employees submit written documentation certifying that their spouse or registered domestic partner will be on military leave from deployment during the time of the requested leave.

Leave taken under this policy will not affect an employee's right to any other benefits.

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

Bereavement Leave

An eligible employee may take up to five days of bereavement leave for the death of a family member. For purposes of this policy, a "family member" is a spouse, domestic partner, child, parent, parent-in-law, sibling, grandparent, or grandchild.

To be eligible for bereavement leave, employees must have been employed by the Company for at least 30 days immediately preceding the start of the leave.

Bereavement leave days need not be taken consecutively, but the leave must be completed within three months of the date of death of the family member.

Leave under this policy is unpaid, except that an employee may use available accrued sick leave.

Employees may request bereavement leave or obtain more information by contacting VanderHouwen Human Resources.

The Company will not retaliate or discriminate against an employee for taking bereavement leave provided under this policy or for giving information or testimony as to their own bereavement leave, or another person's bereavement leave, in an inquiry or proceeding related to rights guaranteed under California's bereavement leave law. Further, the Company will not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under California's bereavement leave law.

Reproductive Loss Leave

Eligible employees may take up to five days of reproductive loss leave following a reproductive loss event. To be eligible for leave, employees must have been employed by the Company for at least 30 days immediately preceding the start of the leave. An employee who experiences more than one reproductive loss event within a 12-month period may take up to 20 days of reproductive loss leave within the 12-month period.

A "reproductive loss event" is defined as a:

- Failed adoption, meaning the dissolution or breach of an adoption agreement with the birth parent or legal guardian, or an adoption that is not finalized because it is contested by another party, where the employee would have been a parent of the adoptee if the adoption had been completed.
- Failed surrogacy, meaning the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate, where the employee would have been a parent of a child born as a result of the surrogacy.
- Miscarriage by the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of the child born as a result of the pregnancy.
- Stillbirth resulting from the pregnancy of the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.
- Unsuccessful assisted reproduction, meaning an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure for the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.

Employees may take reproductive loss leave on consecutive or nonconsecutive days but generally must complete the leave within three months of the reproductive loss event. For a reproductive loss event that spans multiple days, the event is deemed to occur on the final day of the event. If an employee is on, or chooses to go on, a leave of absence under local, state or federal law (including California Family Rights Act leave or pregnancy disability leave), either prior to or immediately following a reproductive loss event, the employee must complete the reproductive loss leave within three months of the end date of the other leave.

Reproductive loss leave is unpaid. An employee may substitute for reproductive loss leave with accrued and available sick leave that otherwise available to the employee.

The Company will maintain the confidentiality of any employee requesting reproductive loss leave. Any information provided to the Company regarding reproductive loss leave will be maintained as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

The Company will not refuse to hire or terminate, demote, fine, suspend, expel, or discriminate against an individual because the individual exercised the right to reproductive loss leave provided by this policy or gave information or testimony as to their own reproductive loss leave, or another person's reproductive loss leave, in an inquiry or proceeding related to rights guaranteed under California's reproductive loss leave law. Further, the Company will not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under California's reproductive loss leave law.

Employees may request school discipline leave or obtain more information by contacting VanderHouwen Human Resources.

Organ Donor Leave

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

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

Employees who seek leave under this policy must provide written to VanderHouwen Human Resources verification detailing the purpose and length of leave, including the medical necessity for the donation. Employees must use all available accrued sick leave concurrently with this leave for up to two weeks of the 30-workday paid leave period. If an employee does not have enough accrued sick leave to cover the two-week period, then any remaining days of paid leave will be paid by VanderHouwen, up to 30 workdays.

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

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

Employees may request organ donor leave or obtain more information by contacting VanderHouwen Human Resources.

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

Bone Marrow Donor Leave

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

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

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

Employees must use all available accrued sick leave concurrently with this time off. Any remaining days of leave will be paid by VanderHouwen, up to five workdays. If an employee does not have enough earned sick leave to cover the leave period, the remaining days of leave will be paid by VanderHouwen. Use of this leave will not be counted against any available leave under the federal Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), if applicable. Leave under this policy is also not considered a break in service for purposes of sick leave, pay adjustments, or seniority.

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

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

Employees may request bone marrow donor leave or obtain more information by contacting VanderHouwen Human Resources.

Alcohol and Drug Policy

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

Workplace Violence Policy

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

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

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

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

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

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

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

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

- Threatening physical contact directed toward another individual;
- Threatening an individual or their family, friends, associates, or property with harm;
- The intentional destruction or threat of destruction of VanderHouwen property or another individual's property;
- Menacing or threatening phone calls;
- Stalking;
- Veiled threats of physical harm or similar intimidation; and/or
- Communicating an endorsement of the inappropriate use of firearms or weapons.

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

Employees should help maintain a violence-free workplace. To that end, employees are encouraged to immediately report any incident that may be threatening to the employee or their co-worker to their Client Supervisor and VanderHouwen Human Resources.

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

Injury and Illness Prevention Program

The health and safety of employees and others on Client property are of critical concern to the Company. We strive to attain the highest possible level of safety in all activities and operations. The Company also intends to comply with all health and safety laws applicable to our business.

To this end, the Company must rely upon employees to help keep work areas safe and free of hazardous conditions. Employees should be conscientious about workplace safety, including proper operating methods and known dangerous conditions or hazards. Employees should report any unsafe conditions or potential hazards to their Client Supervisor and VanderHouwen Human Resources immediately; even if the employees believe they have corrected the problem. If an employee suspects a concealed danger is present on the Client's premises, or in a product, facility, piece of equipment, process, or business practice for which the Client is responsible, they should bring it to the attention of their Client Supervisor and VanderHouwen Human Resources immediately.

Additionally, the Company has developed a written Injury and Illness Prevention Program (IIPP) as required by law. A copy of the IIPP is available for employee review from VanderHouwen Human Resources. The Client should also have an IIPP and employees can request information on that from their Client Supervisor or Client Human Resources. In addition to attending any training required by the Company or the Client, it is every employee's responsibility to read, understand and observe the IIPP provisions applicable to their job.

Any workplace injury, accident, or illness must be reported to the Client Supervisor, the Client Human Resources, and VanderHouwen Human Resources as soon as possible (within 24 hours), regardless of the severity of the injury or accident. If medical attention is required immediately, Client Supervisors and Client Human Resources will assist employees in obtaining medical care, after which the details of the injury or accident must be reported.

Smoke-Free Workplace

The Client Company provides a smoke-free work environment. Smoking is strictly prohibited inside the building. For purposes of this policy, smoking includes the use of electronic smoking devices, such as electronic cigarettes, cigars, pipes or hookahs, that create an aerosol or vapor. Employees that observe other individuals smoking in the workplace have a right to object and should report the violation to their Client Supervisor or to another member of management. Employees will not be disciplined or retaliated against for reporting smoking that violates this policy.

Employees who violate this policy or who tamper with No Smoking signs may be subject to disciplinary action, up to and including termination.

Access to Personnel Files and Payroll Records

Upon written request, a current and former employee, or a designated representative, may inspect and receive a copy of the employee's personnel file and records that relate to the employee's performance or to any grievance concerning the employee in the presence of a VanderHouwen representative at a mutually convenient time, at the employee's expense. Employees may add their version of any disputed item to the file. VanderHouwen will comply with a written personnel file request at reasonable intervals and reasonable times within 30 calendar days of the written request. The parties may agree to a date beyond 30 calendar days provided it is not longer than 35 calendar days from the employer's receipt of the written request.

For a current employee, personnel records will be available for inspection electronically where there is no physical work location. For a former employee, personnel records will be available for inspection where the records are stored or at another location that is mutually agreeable, or electronically where there is no physical storage location.

Current and former employees also may inspect their payroll records upon written or oral request and may request a copy of these records. VanderHouwen will comply with written payroll records requests as soon as practicable, but no later than 21 calendar days following the request. Current and former employees who request a copy of their payroll records may be charged a reasonable fee related to the cost of copying the requested documents.

Only authorized members of management and VanderHouwen Human Resources have access to an employee's personnel file. Only VanderHouwen Human Resources is authorized to release information about current or former employees on behalf of VanderHouwen. However, VanderHouwen will cooperate with - and provide access to an employee's personnel file to - law enforcement officials or local, state, or federal agencies in accordance with applicable law.

Discussion of Wages

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

or because an employee exercises their rights, or aids or encourages other employees in exercising their rights, under California's Equal Pay Law.

This policy does not require disclosure of wages.

Berkeley Policies

Berkeley Paid Sick Leave

The Company provides eligible employees with sick leave pursuant to California's Healthy Workplaces, Healthy Families Act (HWHFA) and the Berkeley Paid Sick Leave Ordinance (BPSLO). The Company will comply with all applicable requirements of the law that is more favorable to employees.

Eligibility

All employees who work at least two hours in a calendar week in Berkeley for the Company and who qualify as an employee entitled to the state minimum wage are eligible to receive sick leave under this policy.

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 this policy, whichever is later.

Sick leave accrues at a rate of one hour for every 30 hours worked, up to an overall accrual cap of 80 hours or the equivalent of 10 workdays (based on the employee's work schedule), whichever is greater. Once an employee's sick leave balance reaches their overall accrual cap, no further sick leave will accrue until previously accrued sick leave is used. Employees will not be given retroactive credit for any period of time in which they do not accrue sick leave because their balance was at the accrual cap.

Employees accrue sick leave based on all hours worked, including overtime.

Employees may carry over all accrued but unused sick leave from one benefit year to the next. For purposes of this policy, the benefit year is based on an anniversary year starting on the employee's hire date. 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 accrues.

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 diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member.
- Serving on an inquest jury or trial jury.
- Appearing in court to comply with a subpoena or other court order as a witness in any judiciary proceeding.
- Effective January 1, 2026, the employee or the employee's family member is a crime victim (as defined below) and is attending judicial proceedings related to that crime, including, but not limited to, any delinquency proceeding, a post-arrest release decision, plea, sentencing, postconviction release decision or any proceeding where a right of that person is an issue.
- For purposes of this reason for use only, a "victim" means:
 - A person against whom a violent felony, serious felony and/or felony theft or embezzlement is committed; and
 - A person who suffers direct or threatened physical, psychological or financial harm due to the commission or attempted commission of the following crimes or delinquent acts: vehicular manslaughter while intoxicated; felony child abuse likely to produce great bodily harm or a death; assault resulting in the death of a child under eight years old; felony domestic violence; felony physical abuse of an elder or dependent adult; felony stalking; solicitation for murder; a serious felony; hit-and-run causing death or injury; felony driving under the influence causing injury; or sexual assault.
- The employee or the employee's family member is a victim of a qualifying act of violence (as defined below) and is:
 - Obtaining or attempting to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim, their child, or a family member;
 - Seeking, obtaining, or assisting a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence;
 - Seeking, obtaining, or assisting a family member to seek or obtain, services from a domestic violence shelter, program, rape crisis center, or victim services organization as a result of a qualifying act of violence;
 - Seeking, obtaining, or assisting a family member to seek or obtain, psychological counseling or mental health services related to an experience of a qualifying act of violence;
 - Participating in safety planning and taking other actions to increase safety from future qualifying acts of violence;
 - Relocating or engaging in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or daycare;
 - Providing care to a family member who is recovering from injuries caused by a qualifying act of violence;
 - Seeking, obtaining, or assisting a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence;
 - Preparing for, participating in, or attending any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; or
 - Seeking, obtaining, or providing childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.
- For purposes of this reason for use only, a "qualifying act of violence" means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime against the employee or their family member:
 - Domestic violence;
 - Sexual assault;
 - Stalking; or
 - An act, conduct, or pattern of conduct in which an individual causes bodily injury or death to another individual; exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.
- For purposes of this policy, "family member" means the employee's:

- Spouse;
- Registered domestic partner (as defined by state or local law);
- Child (including a biological, adopted, or foster child, stepchild, legal ward, the child of a domestic partner, or a child to whom the employee stands in loco parentis);
- Parent (including a biological, adoptive, or foster parent, stepparent, the parent of a spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child);
- Legal guardian;
- Sibling;
- Grandparent;
- Grandchild; or
- Designated person.

The definition of "child" applies irrespective of a child's age or dependency status.

A "designated person" means a person identified by the employee at the time the employee requests sick leave.

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 make a good-faith effort to provide reasonable 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 practicable.

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.

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

In general, employees will not be required to provide verification of the need for sick leave but may be required to provide documentation or certification of the absence under another applicable law like the federal Family and Medical Leave Act or the Americans with Disabilities Act. However, to the extent permitted by applicable law, the Company reserves the right to require a doctor's note or other verification of the employee's need for the absence when it has information indicating that the employee is not requesting sick leave for a valid purpose.

The Company will keep confidential the health information of the employee or employee's family member, as well as information related to qualifying acts of violence perpetrated against the employee or the employee's family member, 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 HWHFA or the BPSLO; 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 one year 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 HWHFA and the BPSLO.

No Discrimination or Retaliation

As long as the use of sick leave complies with the requirements of this policy, the HWHFA, and the BPSLO, 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 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.

Berkeley Family Friendly and Environment Friendly Workplace

VanderHouwen complies with the Berkeley Family Friendly and Environment Friendly Workplace Ordinance (BFFEFWO). In accordance with the BFFEFWO, the Company adopts the following policies and practices:

Right to Request a Flexible or Predictable Working Arrangement

Employees who have been employed by the Company for at least three months and work at least eight hours per week on a regular basis have the right to request a flexible or predictable working arrangement. A "flexible working arrangement" means a change in an employee's terms and conditions of employment that provides flexibility, including, but not limited to: a modified work schedule; changes in start and/or end times for work; part-time employment; job sharing arrangements; working from home; telecommuting; reduction or change in work duties; or part-year employment.

A "predictable working arrangement" means a change in an employee's terms and conditions of employment that provides a consistent or reliable pattern of work assignment, including, but not limited to:

days scheduled to work; start time and end time and work site location with at least seven (7) calendar days' notice prior to the start of the scheduled shift.

An employee who wishes to request a flexible or predictable working arrangement must submit a written request specifying the desired working arrangement, including the date on which the employee requests the arrangement to start, and the duration of the arrangement. An employee may submit such requests two times within any 12-month period, unless the employee experiences a major life event (as defined by the BFFEFWO), in which case the employee may make an additional request. An employee may make requests in addition to those permitted, but such requests are beyond the scope of this policy and the Company's obligations.

When an employee submits a written request for a flexible or predictable working arrangement, the Company will meet with the employee within 21 calendar days of the request. The Company will consider the request and provide a written response within 21 calendar days of meeting with the employee. The Company may grant or deny the employee's request. If the request is granted, the Company will confirm the arrangement in writing to the employee. If the request is denied, the Company will provide a written explanation that sets forth a business reason for the denial. Further, the Company may later revoke or modify a flexible or predictable working arrangement for business reasons, and in such event, the Company will give the employee reasonable notice related to the change of their work schedule and provide the employee a written explanation of the business reason for revoking or modifying the working arrangement within 21 days of modifying or canceling the working arrangement.

Retaliation Prohibited

The Company will not discharge, threaten to discharge, demote, suspend, or otherwise take adverse employment action against an employee for exercising rights protected by the BFFEFWO, including, but not limited to, the right to request a flexible or predictable working arrangement under the ordinance, the right to request reconsideration of a denial of a request for a flexible or predictable working arrangement, the right to file a complaint alleging a violation of any provision of the ordinance, the right to cooperate with an investigation of any alleged violation of the ordinance, and the right to inform any person of their rights under the BFFEFWO.

Emeryville Policies

Emeryville Paid Sick Leave

The Company provides eligible employees with sick leave pursuant to California's Healthy Workplaces Healthy Families Act (HWHFA) and the Emeryville Minimum Wage and Paid Sick Leave Ordinance (MWO). The Company will comply with all applicable requirements of the law that is more favorable to employees.

Eligibility

All employees who work at least two hours in a calendar week in Emeryville and who qualify as an employee entitled to the state minimum wage are eligible to receive sick leave under this policy.

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 this policy, whichever is later.

Sick leave accrues at a rate of one hour for every 30 hours worked, up to an overall accrual cap of 80 hours or the equivalent of 10 workdays (based on the employee's work schedule), whichever is greater. Once an employee's sick leave balance reaches their overall accrual cap, no further sick leave will accrue until previously accrued sick leave is used. Employees will not be given retroactive credit for any period of time in which they do not accrue sick leave because their balance was at the accrual cap.

Employees accrue sick leave based on all hours worked, including overtime.

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

Employees can 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 accrues.

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 diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member.
- Aid or care for the employee's or a family member's guide dog, signal dog or service dog.
- Serving on an inquest jury or trial jury.
- Appearing in court to comply with a subpoena or other court order as a witness in any judiciary proceeding.
- Effective January 1, 2026, the employee or the employee's family member is a crime victim (as defined below) and is attending judicial proceedings related to that crime, including, but not limited to, any delinquency proceeding, a post-arrest release decision, plea, sentencing, postconviction release decision or any proceeding where a right of that person is an issue.
- For purposes of this reason for use only, a "victim" means:
 - A person against whom a violent felony, serious felony and/or felony theft or embezzlement is committed; and
 - A person who suffers direct or threatened physical, psychological or financial harm due to the commission or attempted commission of the following crimes or delinquent acts: vehicular manslaughter while intoxicated; felony child abuse likely to produce great bodily harm or a death; assault resulting in the death of a child under eight years old; felony domestic violence; felony physical abuse of an elder or dependent adult; felony stalking; solicitation for murder; a serious felony; hit-and-run causing death or injury; felony driving under the influence causing injury; or sexual assault.
- The employee or the employee's family member is a victim of a qualifying act of violence (as defined below) and is:
 - Obtaining or attempting to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim, their child, or a family member;
 - Seeking, obtaining, or assisting a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence;
 - Seeking, obtaining, or assisting a family member to seek or obtain, services from a domestic violence shelter, program, rape crisis center, or victim services organization as a result of a qualifying act of violence;

- Seeking, obtaining, or assisting a family member to seek or obtain, psychological counseling or mental health services related to an experience of a qualifying act of violence;
- Participating in safety planning and taking other actions to increase safety from future qualifying acts of violence;
- Relocating or engaging in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or daycare;
- Providing care to a family member who is recovering from injuries caused by a qualifying act of violence;
- Seeking, obtaining, or assisting a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence;
- Preparing for, participating in, or attending any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; or
- Seeking, obtaining, or providing childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.
- For purposes of this reason for use only, a "qualifying act of violence" means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime against the employee or their family member:
 - Domestic violence;
 - Sexual assault;
 - Stalking; or
 - An act, conduct, or pattern of conduct in which an individual causes bodily injury or death to another individual; exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.
- For purposes of this policy, "family member" means the employee's:
 - Spouse;
 - Registered domestic partner (as defined by state or local law);
 - Child (including a biological, adopted, or foster child, stepchild, legal ward, the child of a domestic partner or a child to whom the employee stands in loco parentis);
 - Parent (including a biological, adoptive, or foster parent, stepparent, the parent of a spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child);
 - Legal guardian;
 - Sibling;
 - Grandparent;
 - Grandchild; or
 - Designated person.

The definition of "child" applies irrespective of a child's age or dependency status.

A "designated person" means a person identified by the employee at the time the employee requests sick leave.

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 make a good-faith effort to provide reasonable advance notice of an absence 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 practicable.

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.

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

Verification of Absence

In general, employees will not be required to provide verification of the need for sick leave but may be required to provide documentation or certification of the absence under another applicable law like the federal Family and Medical Leave Act or the Americans with Disabilities Act. However, to the extent permitted by applicable law, the Company reserves the right to require a doctor's note or other verification of the employee's need for the absence when it has information indicating that the employee is not requesting sick leave for a valid purpose.

The Company will keep confidential the health information of the employee or employee's family member, as well as information related to qualifying acts of violence perpetrated against the employee or the employee's family member, 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 HWHFA or the MWO; or
- Violates this policy's requirements concerning requesting, using, recording, verifying, 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 one year 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 HWHFA and the MWO.

No Discrimination or Retaliation

As long as the use of sick leave complies with the requirements of this policy, the HWHFA and the MWO, 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 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.

Los Angeles Policies

Los Angeles Paid Sick and Safe Time

The Company provides eligible employees with sick leave pursuant to California's Healthy Workplaces Healthy Families Act (HWHFA) and the City of Los Angeles Minimum Wage Ordinance (LAMWO). The Company will comply with all applicable requirements of the law that is more favorable to employees.

Eligibility

All employees who work in Los Angeles for the Company at least two hours in a calendar week, for at least 30 days in a calendar year from the start of employment and who qualify as an employee entitled to the state minimum wage are eligible to receive sick leave under this policy.

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 this policy, whichever is later.

Sick leave accrues at a rate of one hour for every 30 hours worked, up to an overall accrual cap of 80 hours or the equivalent of 10 workdays (based on the employee's work schedule), whichever is greater. Once an employee's sick leave balance reaches their overall accrual cap, no further sick leave will accrue until previously accrued sick leave is used. Employees will not be given retroactive credit for any period of time in which they do not accrue sick leave because their balance was at the accrual cap.

Employees accrue sick leave based on all hours worked, including overtime.

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

Employees can 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 accrues.

Employees may use a maximum of the greater of 48 hours or the equivalent of five workdays (based on the employee's work schedule) of sick leave per benefit year.

Employees must use sick leave in an initial increment of at least one hour.

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 diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member.
- Serving on an inquest jury or trial jury.
- Appearing in court to comply with a subpoena or other court order as a witness in any judiciary proceeding.
- Effective January 1, 2026, the employee or the employee's family member is a crime victim (as defined below) and is attending judicial proceedings related to that crime, including, but not limited to, any delinquency proceeding, a post-arrest release decision, plea, sentencing, postconviction release decision or any proceeding where a right of that person is an issue.
- For purposes of this reason for use only, a "victim" means:
 - A person against whom a violent felony, serious felony and/or felony theft or embezzlement is committed; and
 - A person who suffers direct or threatened physical, psychological or financial harm due to the commission or attempted commission of the following crimes or delinquent acts: vehicular manslaughter while intoxicated; felony child abuse likely to produce great bodily harm or a death; assault resulting in the death of a child under eight years old; felony domestic violence; felony physical abuse of an elder or dependent adult; felony stalking; solicitation for murder; a serious felony; hit-and-run causing death or injury; felony driving under the influence causing injury; or sexual assault.
- The employee or the employee's family member is a victim of a qualifying act of violence (as defined below) and is:
 - Obtaining or attempting to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim, their child, or a family member;
 - Seeking, obtaining, or assisting a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence;
 - Seeking, obtaining, or assisting a family member to seek or obtain, services from a domestic violence shelter, program, rape crisis center, or victim services organization as a result of a qualifying act of violence;
 - Seeking, obtaining, or assisting a family member to seek or obtain, psychological counseling or mental health services related to an experience of a qualifying act of violence;
 - Participating in safety planning and taking other actions to increase safety from future qualifying acts of violence;
 - Relocating or engaging in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or daycare;
 - Providing care to a family member who is recovering from injuries caused by a qualifying act of violence;
 - Seeking, obtaining, or assisting a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence;
 - Preparing for, participating in, or attending any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; or
 - Seeking, obtaining, or providing childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.
- For purposes of this reason for use only, a "qualifying act of violence" means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime against the employee or their family member:
 - Domestic violence;
 - Sexual assault;
 - Stalking; or

- An act, conduct, or pattern of conduct in which an individual causes bodily injury or death to another individual; exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.
- For purposes of this policy, "family member" means the employee's:
 - Spouse;
 - Registered domestic partner (as defined by state or local law);
 - Child (including a biological, adopted, or foster child, stepchild, legal ward, the child of a domestic partner or a child to whom the employee stands in loco parentis);
 - Parent (including a biological, adoptive, or foster parent, stepparent, the parent of a spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child)
 - Legal guardian;
 - Sibling;
 - Grandparent;
 - Grandchild;
 - Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship; or
 - Designated person.

The definition of "child" applies irrespective of a child's age or dependency status.

A "designated person" means a person identified by the employee at the time the employee requests sick leave.

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 make a good-faith effort to provide reasonable 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 practicable.

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.

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

In general, employees will not be required to provide verification of the need for sick leave but may be required to provide documentation or certification of the absence under another applicable law like the federal Family and Medical Leave Act or the Americans with Disabilities Act. However, to the extent permitted by applicable law, the Company reserves the right to require a doctor's note or other verification of the employee's need for the absence when it has information indicating that the employee is not requesting paid sick leave for a valid purpose.

The Company will keep confidential the health information of the employee or employee's family member, as well as information related to qualifying acts of violence perpetrated against the employee or employee's family member, 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 HWHFA or the LAMWO; or
- Violates this policy's requirements concerning requesting, using, recording, verifying 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 one year 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 HWHFA and the LAMWO.

No Retaliation or Discrimination

As long as the use of sick leave complies with the requirements of this policy, the HWHFA and the LAMWO, 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; for 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.

Oakland Policies

Oakland Paid Sick Leave

The Company provides eligible employees with sick leave pursuant to California's Healthy Workplaces Healthy Families Act (HWHFA) and the Oakland Minimum Wage Law (OMWL). The Company will comply with all applicable requirements of the law that is more favorable to employees.

Eligibility

All employees working in Oakland for the Company at least two hours in a calendar week and who qualify as an employee entitled to the state minimum wage are eligible to receive sick leave under this policy.

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 this policy, whichever is later.

Sick leave accrues at a rate of one hour for every 30 hours worked, up to an overall accrual cap of 80 hours or the equivalent of 10 workdays (based on the employee's work schedule), whichever is greater. Once an employee's sick leave balance reaches the overall accrual cap, no further sick leave will accrue until previously accrued sick leave is used. Employees will not be given retroactive credit for any period of time in which they do not accrue paid sick leave because their balance was at the accrual cap.

Employees accrue sick leave based on all hours worked, including overtime.

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

Employees can 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 accrues.

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 diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member.
- Serving on an inquest jury or trial jury.
- Appearing in court to comply with a subpoena or other court order as a witness in any judiciary proceeding.
- Effective January 1, 2026, the employee or the employee's family member is a crime victim (as defined below) and is attending judicial proceedings related to that crime, including, but not limited to, any delinquency proceeding, a post-arrest release decision, plea, sentencing, postconviction release decision or any proceeding where a right of that person is an issue.
- For purposes of this reason for use only, a "victim" means:
 - A person against whom a violent felony, serious felony and/or felony theft or embezzlement is committed; and
 - A person who suffers direct or threatened physical, psychological or financial harm due to the commission or attempted commission of the following crimes or delinquent acts: vehicular manslaughter while intoxicated; felony child abuse likely to produce great bodily harm or a death; assault resulting in the death of a child under eight years old; felony domestic violence; felony physical abuse of an elder or dependent adult; felony stalking;

- solicitation for murder; a serious felony; hit-and-run causing death or injury; felony driving under the influence causing injury; or sexual assault.
- The employee or the employee's family member is a victim of a qualifying act of violence (as defined below) and is:
 - Obtaining or attempting to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim, their child, or a family member;
 - Seeking, obtaining, or assisting a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence;
 - Seeking, obtaining, or assisting a family member to seek or obtain, services from a domestic violence shelter, program, rape crisis center, or victim services organization as a result of a qualifying act of violence;
 - Seeking, obtaining, or assisting a family member to seek or obtain, psychological counseling or mental health services related to an experience of a qualifying act of violence;
 - Participating in safety planning and taking other actions to increase safety from future qualifying acts of violence;
 - Relocating or engaging in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or daycare;
 - Providing care to a family member who is recovering from injuries caused by a qualifying act of violence;
 - Seeking, obtaining, or assisting a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence;
 - Preparing for, participating in, or attending any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; or
 - Seeking, obtaining, or providing childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.
 - For purposes of this reason for use only, a "qualifying act of violence" means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime against the employee or their family member:
 - Domestic violence;
 - Sexual assault;
 - Stalking; or
 - An act, conduct, or pattern of conduct in which an individual causes bodily injury or death to another individual; exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.
 - For purposes of this policy, "family member" means the employee's
 - Spouse;
 - Registered domestic partner (as defined by state or local law);
 - Child (including a biological, adopted, or foster child, stepchild, legal ward, the child of a domestic partner or a child to whom the employee stands in loco parentis);
 - Parent (including a biological, adoptive, or foster parent, stepparent, the parent of a spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child);
 - Legal guardian;
 - Sibling;
 - Grandparent;
 - Grandchild; or
 - Designated person.

The definition of "child" applies irrespective of a child's age or dependency status.

A "designated person" means a person identified by the employee at the time the employee requests sick leave.

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

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 make a good-faith effort to provide reasonable 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 practicable.

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.

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

In general, employees will not be required to provide verification of the need for sick leave but may be required to provide documentation or certification of the absence under another applicable law like the federal Family and Medical Leave Act or the Americans with Disabilities Act. However, to the extent permitted by applicable law, the Company reserves the right to require a doctor's note or other verification of the employee's need for the absence when it has information indicating that the employee is not requesting paid sick leave for a valid purpose.

The Company will keep confidential the health information of the employee or employee's family member, as well as information related to qualifying acts of violence perpetrated against the employee or the employee's family member, 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 HWHFA or the OMWL; 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 one year 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 HWHFA and the OMWL.

No Discrimination or Retaliation

As long as the use of sick leave complies with the requirements of this policy, the HWHFA and the OMWL, 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 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.

San Diego Policies

San Diego Paid Sick and Safe Time

The Company provides eligible employees with sick leave pursuant to California's Healthy Workplaces, Healthy Families Act (HWHFA) and the City of San Diego Earned Sick Leave and Minimum Wage Ordinance (ESLO). The Company will comply with all applicable requirements of the law that is more favorable to employees.

Eligibility

Employees who work at least two hours in a calendar week in San Diego for the Company and who qualify as an employee entitled to the state minimum wage are eligible to receive sick leave under this policy.

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 this policy, whichever is later.

Sick leave accrues at a rate of one hour for every 30 hours worked, up to an overall accrual cap of 80 hours or the equivalent of 10 workdays (based on the employee's work schedule), whichever is greater. Once an employee's sick leave balance reaches the overall accrual cap, no further sick leave will accrue until previously accrued sick leave is used. Employees will not be given retroactive credit for any period of time in which they do not accrue sick leave because their balance was at the accrual cap.

Employees accrue sick leave based on all hours worked, including overtime.

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

Employees can 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 accrues.

Employees may use a maximum of the greater of 40 hours or the equivalent of five workdays (based on the employee's work schedule) of sick leave per benefit year.

Employees must use sick leave in an initial increment of at least one hour.

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 diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member.
- Closure of the employee's place of business by order of a public official due to a public health emergency.
- Closure of a child's school or childcare provider by order of a public official due to a public health emergency.
- Serving on an inquest jury or trial jury.
- Appearing in court to comply with a subpoena or other court order as a witness in any judiciary proceeding.
- Effective January 1, 2026, the employee or the employee's family member is a crime victim (as defined below) and is attending judicial proceedings related to that crime, including, but not limited to, any delinquency proceeding, a post-arrest release decision, plea, sentencing, postconviction release decision or any proceeding where a right of that person is an issue.
- For purposes of this reason for use only, a "victim" means:
 - A person against whom a violent felony, serious felony and/or felony theft or embezzlement is committed; and
 - A person who suffers direct or threatened physical, psychological or financial harm due to the commission or attempted commission of the following crimes or delinquent acts: vehicular manslaughter while intoxicated; felony child abuse likely to produce great bodily harm or a death; assault resulting in the death of a child under eight years old; felony domestic violence; felony physical abuse of an elder or dependent adult; felony stalking; solicitation for murder; a serious felony; hit-and-run causing death or injury; felony driving under the influence causing injury; or sexual assault.
- The employee or the employee's family member is a victim of a qualifying act of violence (as defined below) and is:
 - Obtaining or attempting to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim, their child, or a family member;
 - Seeking, obtaining, or assisting a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence;

- Seeking, obtaining, or assisting a family member to seek or obtain, services from a domestic violence shelter, program, rape crisis center, or victim services organization as a result of a qualifying act of violence;
- Seeking, obtaining, or assisting a family member to seek or obtain, psychological counseling or mental health services related to an experience of a qualifying act of violence;
- Participating in safety planning and taking other actions to increase safety from future qualifying acts of violence;
- Relocating or engaging in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or daycare;
- Providing care to a family member who is recovering from injuries caused by a qualifying act of violence;
- Seeking, obtaining, or assisting a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence;
- Preparing for, participating in, or attending any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; or
- Seeking, obtaining, or providing childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.
- For purposes of this reason for use only, a "qualifying act of violence" means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime against the employee or their family member:
 - Domestic violence;
 - Sexual assault;
 - Stalking; or
 - An act, conduct, or pattern of conduct in which an individual causes bodily injury or death to another individual; exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.
- For purposes of this policy, "family member" means the employee's:
 - Spouse;
 - Registered domestic partner (as defined by state or local law);
 - Child (including a biological, adopted, or foster child, stepchild, legal ward, the child of a spouse or domestic partner or a child to whom the employee stands in loco parentis);
 - Parent (including a biological, adoptive, or foster parent, stepparent, the parent of a spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child);
 - Legal guardian;
 - Sibling (including a sibling related through half-blood, whole blood, or adoption or a stepsibling);
 - Grandparent;
 - Grandchild; or
 - Designated person.

The definition of "child" applies irrespective of a child's age or dependency status.

A "designated person" means a person identified by the employee at the time the employee requests sick leave.

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 make a good-faith effort to provide reasonable 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 practicable.

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.

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

In general, employees will not be required to provide verification of the need for sick leave but may be required to provide documentation or certification of the absence under another applicable law like the federal Family and Medical Leave Act or the Americans with Disabilities Act. However, to the extent permitted by applicable law, the Company reserves the right to require a doctor's note or other verification of the employee's need for the absence when it has information indicating that the employee is not requesting paid sick leave for a valid purpose.

The Company will keep confidential the health information of the employee or employee's family member, as well as information related to qualifying acts of violence perpetrated against the employee or employee's family member, 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 HWHFA or the ESLO; 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 one year 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 HWHFA and the ESLO.

No Discrimination or Retaliation

As long as the use of sick leave complies with the requirements of this policy, the HWHFA and the ESLO, 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 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.

San Francisco Policies

San Francisco Paid Sick Leave

The Company provides eligible employees with sick leave pursuant to California's Healthy Workplaces Healthy Families Act (HWHFA) and the San Francisco 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 who work at least 56 hours in San Francisco in a calendar year for the Company are eligible to receive sick leave under this policy.

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 this policy, whichever is later.

Sick leave accrues at a rate of one hour for every 30 hours worked, up to an overall accrual cap of 80 hours or the equivalent of 10 workdays (based on the employee's work schedule), whichever is greater. Once an employee's sick leave balance reaches their overall accrual cap, no further sick leave will accrue until previously accrued sick leave is used. Employees do not receive retroactive credit for any period of time in which they do not accrue sick leave because their balance was at the accrual cap.

Employees accrue sick leave based on all hours worked, including overtime.

Employees may carry over all accrued but unused sick leave from one benefit year to the next. For purposes of this policy, the benefit year is based on an anniversary year starting on the employee's hire date. 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 accrues.

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 diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member.
- Purposes related to donating the employee's bone marrow or an organ to another person, or to care for or assist a family member for purposes related to that person donating bone marrow or an organ to another person.
- Serving on an inquest jury or trial jury.
- Appearing in court to comply with a subpoena or other court order as a witness in any judiciary proceeding.
- Effective January 1, 2026, the employee or the employee's family member is a crime victim (as defined below) and is attending judicial proceedings related to that crime, including, but not limited to, any delinquency proceeding, a post-arrest release decision, plea, sentencing, postconviction release decision or any proceeding where a right of that person is an issue.
- For purposes of this reason for use only, a "victim" means:
 - A person against whom a violent felony, serious felony and/or felony theft or embezzlement is committed; and
 - A person who suffers direct or threatened physical, psychological or financial harm due to the commission or attempted commission of the following crimes or delinquent acts: vehicular manslaughter while intoxicated; felony child abuse likely to produce great bodily harm or a death; assault resulting in the death of a child under eight years old; felony domestic violence; felony physical abuse of an elder or dependent adult; felony stalking; solicitation for murder; a serious felony; hit-and-run causing death or injury; felony driving under the influence causing injury; or sexual assault.
- The employee or the employee's family member is a victim of a qualifying act of violence (as defined below) and is:
 - Obtaining or attempting to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim, their child, or a family member;
 - Seeking, obtaining, or assisting a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence;
 - Seeking, obtaining, or assisting a family member to seek or obtain, services from a domestic violence shelter, program, rape crisis center, or victim services organization as a result of a qualifying act of violence;
 - Seeking, obtaining, or assisting a family member to seek or obtain, psychological counseling or mental health services related to an experience of a qualifying act of violence;
 - Participating in safety planning and taking other actions to increase safety from future qualifying acts of violence;
 - Relocating or engaging in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or daycare;
 - Providing care to a family member who is recovering from injuries caused by a qualifying act of violence;
 - Seeking, obtaining, or assisting a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence;
 - Preparing for, participating in, or attending any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; or

- Seeking, obtaining, or providing childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.
- For purposes of this reason for use only, a "qualifying act of violence" means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime against the employee or their family member:
 - Domestic violence;
 - Sexual assault;
 - Stalking; or
 - An act, conduct, or pattern of conduct in which an individual causes bodily injury or death to another individual; exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.
- For purposes of this policy, "family member" means the employee's:
 - Spouse;
 - Registered domestic partner (as defined by state or local law)
 - Child (including a biological, adopted, or foster child, stepchild, legal ward, the child of a domestic partner or a child to whom the employee stands in loco parentis);
 - Parent (including a biological, adoptive, or foster parent, stepparent, the parent of a spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child);
 - Legal guardian;
 - Sibling;
 - Grandparent;
 - Grandchild; or
 - Designated person.

The definition of "child" applies irrespective of a child's age or dependency status.

A "designated person" means a person identified by the employee at the time the employee requests sick leave.

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 make a good-faith effort to provide reasonable 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 practicable.

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.

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

In general, employees will not be required to provide verification of the need for sick leave but may be required to provide documentation or certification of the absence under another applicable law like the federal Family and Medical Leave Act or the Americans with Disabilities Act. However, to the extent permitted by applicable law, the Company reserves the right to require a doctor's note or other verification of the employee's need for the absence when it has information indicating that the employee is not requesting sick leave for a valid purpose.

The Company will keep confidential the health information of the employee or employee's family member, as well as information related to qualifying acts of violence perpetrated against the employee or the employee's family member, 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 HWHFA 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 one year 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 HWHFA and the PSLO.

No Discrimination or Retaliation

As long as the use of sick leave complies with the requirements of this policy, the HWHFA, 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.

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.

San Francisco Public Health Emergency Leave

The Company provides public health emergency leave (PHEL) to eligible employees in compliance with San Francisco's Public Health Emergency Leave Ordinance (PHELO) in accordance with Proposition G/Article 33P.

Eligibility

All employees who work in San Francisco are eligible to receive PHEL from the Company.

Amount of PHEL

On January 1, 2023, and each January 1 thereafter, eligible employees will be provided up to 80 hours of PHEL as follows:

- Employees with a full-time, regular, or fixed schedule will be provided an amount of PHEL equal to the number of hours the employee regularly works or takes paid leave over a two-week period.
- Eligible employees whose weekly hours vary will be provided an amount of PHEL equal to the average number of hours over a two-week period that the employee worked or took paid leave during the previous calendar year, or since the beginning of employment if the employee became employed after the first day of the previous calendar year.

If an employee was not employed on January 1 of a given year, then on the start date of the first public health emergency that begins during the employee's employment, eligible employees will be provided up to 80 hours of PHEL as follows:

- Employees with a full-time, regular, or fixed schedule will be provided an amount of PHEL equal to the number of hours the employee regularly works or takes paid leave over a two-week period.
- Eligible employees whose weekly hours vary will be provided an amount of PHEL equal to the average number of hours over a two-week period that the employee worked or took paid leave during the previous six months, or since the employee's start date if the employee has been employed for less than six months.

Using PHEL

Eligible employees may use PHEL during a public health emergency if they cannot work (or telework) due to one of the following reasons:

- The recommendations or requirements of an individual or general federal, state, or local health order (including an order issued by the local jurisdiction in which an employee resides) related to the public health emergency.
- The employee has been advised by a healthcare provider to isolate or quarantine.
- The employee is experiencing symptoms of and seeking a medical diagnosis, or has received a positive medical diagnosis, for a possible infectious, contagious, or communicable disease associated with the public health emergency.
- The employee is caring for a covered family member who is subject to an individual or general federal, state, or local health order (including an order issued by the local jurisdiction in which an employee resides), has been advised by a healthcare provider to isolate or quarantine, or is experiencing symptoms as described in the bullet point above.
- The employee is caring for a covered family member if the school or place of care of the family member has been closed, or the care provider of such family member is unavailable, due to the public health emergency.
- An air quality emergency, if the employee primarily works outdoors and is a member of a "vulnerable population" (i.e., a person who has been diagnosed with heart or lung disease; has

respiratory problems including but not limited to asthma, emphysema, and chronic obstructive pulmonary disease; is pregnant; or is age 60 or older).

For purposes of this policy, a public health emergency means a “local or statewide health emergency related to any contagious, infectious, or communicable disease, declared by the City’s local health officer or the state health officer pursuant to the California Health and Safety Code, or an Air Quality Emergency”. An “Air Quality Emergency” means a day when the Bay Area Air Quality Management District issues a Spare the Air Alert.

“Family member” includes the employee’s child; parent; legal guardian or ward; sibling; grandparent; grandchild; spouse; and registered domestic partner under any state or local law. A “child” includes a child of a domestic partner and a child of a person standing in loco parentis. A “parent” includes a person who stood in loco parentis when the employee was a minor child, and a person who is a biological, adoptive, or foster parent, stepparent, or guardian of the employee’s spouse or registered domestic partner. A family member also includes a “designated person.” If an eligible employee does not have a spouse or registered domestic partner, the employee may designate one person for whom the employee may use PHEL.

PHEL may be taken in one-hour increments of time.

PHEL is available to newly hired eligible employees for immediate use, in accordance with this policy.

Requesting PHEL

Employees must notify their Client Supervisor and VanderHouwen Human Resources of their need to use PHEL, either orally or in writing, as soon as practicable.

The Company may require a doctor’s note or other documentation to confirm the employee’s status as a member of a vulnerable population. The Company reserves the right to require documentation to verify an employee’s need for PHEL under other circumstances to the extent permitted by applicable law.

Rate of Pay

PHEL pay will be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses PHEL, whether or not the employee actually works overtime in that workweek.

Carryover

PHEL that remains unused at the end of each calendar year will be lost and will not carry over from one year to the next.

Discipline for Unprotected Use of PHEL

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

- Uses PHEL for a purpose not covered by, or in a manner not consistent with, the PHELO; or
- Violates this policy’s requirements concerning requesting, using, recording, verifying, and/or documenting use of PHEL.

Effect on Other Rights and Policies

PHEL is separate from, and does not affect or limit, any existing paid leave benefits provided to employees under other Company policies or applicable law, including paid sick leave under California’s Healthy Workplaces, Healthy Families Act and the San Francisco Paid Sick Leave Ordinance. Employees remain

eligible to use any available and applicable paid leave benefits. PHEL may be used prior to or in lieu of using paid sick leave.

The Company may provide other forms of leave for employees to care for their own or a family member's medical conditions 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.

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

Separation from Employment

The Company does not pay an employee for unused PHEL upon the employee's separation from employment for any reason.

No Discrimination or Retaliation

The Company prohibits discrimination and/or retaliation against employees who request or use PHEL for qualifying reasons consistent with the provisions of this policy and applicable law. So long as the notice provisions outlined above are followed, the Company will not count an employee's use of PHEL as an absence or "occurrence" under any Company attendance policy. Therefore, any such use of PHEL will not lead to or result in discipline, demotion, suspension, or termination.

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

Additional Information Regarding the PHELO

This policy is subject to modification pending any changes to judicial or regulatory guidance issued regarding the PHELO. The policy should be construed in such a way as to be in harmony with the requirements set forth in any such guidance.

Employees should contact their VanderHouwen Human Resources for additional information about PHEL and whether they may be eligible for leave under this policy.

San Francisco Lactation Accommodation

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

Employees will be relieved of all work-related duties during any unpaid break. When unpaid breaks or additional time are required, employees should work with their Client Supervisor regarding scheduling and reporting the extra break time. Time an employee spends walking to and from the designated lactation location and/or a refrigerator or sink will not be counted as part of the employee's break time.

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

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

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

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

San Francisco Family Friendly Workplace

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

- A child or children under the age of 18 for whom the employee has assumed parental responsibility;
- A person with a serious health condition in a family relationship with the employee; or
- Parents of the employee who are age 65 or older.

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

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

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

Employee Eligibility

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

Guidelines for Employee Requests

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

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

VanderHouwen may require employees to provide verification of caregiver responsibilities.

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

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

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

If an employee's request for a flexible or predictable working arrangement is approved, VanderHouwen will confirm the arrangement to the employee in writing. Either VanderHouwen or the employee may revoke a flexible or predictable working arrangement with 14 days' written notice. If either VanderHouwen or the employee revokes the arrangement, the employee may submit a new request for a different arrangement. If VanderHouwen revokes the arrangement, the employee will be allowed to submit a request in addition to the two requests generally allowed per 12-month period.

Discrimination and Retaliation Prohibited

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

San Francisco Supplemental Compensation for New Child Bonding

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

Eligibility

Employees are eligible for benefits under the PPLO if they:

- Are eligible to receive California PFL benefits for the purpose of New Child Bonding;

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

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

Definitions

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

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

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

Required Documentation for Supplemental Compensation

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

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

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

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

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

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

Duration and Timing of Supplemental Compensation

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

Calculation of Supplemental Compensation

Under California's PFL benefit program, an employee may receive income replacement from the State that is generally either 70 or 90 percent of the employee's weekly wages (depending upon the employee's income), subject to the Maximum Weekly Benefit Amount. Supplemental Compensation is provided to eligible employees so that, in combination with the California PFL benefit, the employee may receive approximately 100 percent of their weekly wages, subject to the Maximum Weekly Benefit Amount. All payments will be integrated so that an eligible employee will receive no greater compensation than their regular compensation during this period.

The State sets a ceiling on the amount an employee receiving California PFL benefits can be assumed to earn. This ceiling is also applied to Supplemental Compensation. In the case of an eligible employee whose weekly wages exceed the ceiling, Supplemental Compensation will not be calculated to reach 100 percent of the employee's total normal gross weekly wage. Rather, the amount of Supplemental Compensation will be subject to the ceiling and will be calculated based on the gross wage obtained by dividing the State's Maximum Weekly Benefit Amount by the percentage rate of wage replacement provided under the California PFL benefit law.

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

Termination From Employment

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

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

Protected Rights

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

San Francisco Supplemental Compensation for Military Leave

Eligibility

Employees are eligible for Supplemental Compensation under the MLPPA if they:

- Perform work within the geographic boundaries of San Francisco, including part-time and temporary employees;
- Are a member of the reserve corps of the United States Armed Forces, National Guard, or other United States uniformed service organization; and
- Are absent from work for military duty.

For purposes of this policy, "military duty" is defined as active military service in response to the September 11, 2001, terrorist attacks, international terrorism, the conflict in Iraq, or related extraordinary circumstances; or military service to provide medical or logistical support to federal, state or local government responses to the COVID-19 pandemic, natural disasters or engagement in military duty ordered for the purposes of military training, drills, encampment, naval cruises, special exercises, Emergency State Active Duty or like activity.

Calculating Supplemental Compensation

For purposes of this policy, Supplemental Compensation means the difference between the amount of the employee's gross military pay and the amount of *gross pay* the employee would have received from the Company, had the employee worked their regular work schedule (excluding overtime, unless it is regularly scheduled as part of the employee's regular work schedule). Gross military pay does not include Military Pay Allowances, such as combat, clothing, housing, or aviation. Gross pay includes wages for hours the employee would have worked (including overtime if the employee was regularly scheduled for overtime), as well as all benefits, including health care, retirement, and profit-sharing benefits.

In no case will Supplemental Compensation result in an employee receiving greater pay than they would have received if they had worked their regular work schedule rather than taken leave for military duty.

Duration and Timing of Supplemental Compensation

An employee may receive Supplemental Compensation for a period of up to 30 days in a calendar year so long as the employee meets the eligibility requirements. Leave for military duty with Supplemental Compensation can be taken in daily increments for one or more days at a time, for up to 30 days in a calendar year. The Company will make a good faith effort to pay the Supplemental Compensation no later than the payday for the payroll period when the employee's military leave begins as long as it has the necessary documentation, as discussed below, to calculate the employee's Supplemental Compensation.

Notice/Documentation for Supplemental Compensation

Employees are required to comply with the Company's reasonable notice procedures when the need for leave to perform military duty is foreseeable, such as for scheduled trainings.

The Company will not require an employee to find a replacement worker to cover their hours while serving military duty as a condition of receiving Supplemental Compensation.

To enable the Company to accurately calculate an eligible employee's Supplemental Compensation, the eligible employee should provide the Company with their written military orders and a current military Leave and Earnings Statement (LES). Employees should also verify that the LES correctly reflects the employee's current gross military pay as military compensation is subject to change based on a number of factors.

In the absence of such documentation, the Company will request that the employee provide their military rank and total number of years of military service to enable the Company to calculate gross military pay based on the current basic pay rate chart provided by the Defense Finance and Accounting Service (DFAS).

Repayment of Supplemental Compensation

Employees who receive Supplemental Compensation and are fit for employment in their previous positions upon release from military duty, but who fail to return to their positions within 60 days of release from military service, may be required to repay an amount, up to the entire amount, of the Supplemental Compensation that they received from the Company with interest. In these situations, the Company will treat already-provided Supplemental Compensation as a loan payable with interest. Any loan taken by the Company against the employee to recoup previously paid Supplemental Compensation will be repaid in equal monthly installments with interest over a period not to exceed five years. Loan repayments will begin either 90 days after the employee was released from military service or when the employee is determined to be fit for employment and fails to return to their position, whichever is later.

Protected Rights

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

San Jose Policies

San Jose Scheduling for Part-Time Employees

In accordance with the San Jose Opportunity to Work Ordinance, the Company adopts the following policies and practices:

Additional Hours for Qualified Part-Time Employees

Before hiring new employees or using subcontractors, temporary services, or a staffing agency to do work, the Company will offer additional hours of work to existing part-time employees, provided that:

- The Company determines in its good faith and reasonable judgment that the part-time employees have the skills and experience to perform the additional work; and
- The additional hours of work would not cause the Company to have to compensate the employee at time-and-a-half or any other premium rate under any law or collective bargaining agreement.

For purposes of this policy, part-time employees are defined as employees working less than 35 hours per week who (1) performed at least two hours of work for the Company in the last calendar week and within the geographic boundaries of San Jose, and (2) are entitled to payment of the minimum wage under California law.

The Company will use a transparent and nondiscriminatory process to distribute hours of work among existing employees.

Retaliation Prohibited

The Company will not terminate, threaten to terminate, demote, suspend, harass, discriminate, or otherwise take adverse action against an employee in retaliation for exercising rights protected under the San Jose Opportunity to Work Ordinance, nor will the Company tolerate such retaliation.

Santa Monica Policies

Santa Monica Paid Sick Leave

The Company provides eligible employees with sick leave pursuant to California's Healthy Workplaces Healthy Families Act (HWHFA) and the Santa Monica Minimum Wage Ordinance (SMMWO). The Company will comply with all applicable requirements of the law that is more favorable to employees.

Eligibility

All employees who work at least two hours in a calendar week in Santa Monica for the Company and who qualify as an employee entitled to the state minimum wage are eligible to receive sick leave under this policy.

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 this policy, whichever is later.

Sick leave accrues at a rate of one hour for every 30 hours worked, up to an overall accrual cap of 80 hours or the equivalent of 10 workdays (based on the employee's work schedule), whichever is greater. Once an employee's sick leave balance reaches their overall accrual cap, no further sick leave will accrue until previously accrued sick leave is used. Employees will not be given retroactive credit for any period of time in which they do not accrue paid sick leave because their balance was at the accrual cap.

Employees accrue sick leave based on all hours worked, including overtime.

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

Employees can 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 diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member.
- Serving on an inquest jury or trial jury.
- Appearing in court to comply with a subpoena or other court order as a witness in any judiciary proceeding.
- Effective January 1, 2026, the employee or the employee's family member is a crime victim (as defined below) and is attending judicial proceedings related to that crime, including, but not limited to, any delinquency proceeding, a post-arrest release decision, plea, sentencing, postconviction release decision or any proceeding where a right of that person is an issue.
- For purposes of this reason for use only, a "victim" means:
 - A person against whom a violent felony, serious felony and/or felony theft or embezzlement is committed; and
 - A person who suffers direct or threatened physical, psychological or financial harm due to the commission or attempted commission of the following crimes or delinquent acts: vehicular manslaughter while intoxicated; felony child abuse likely to produce great bodily harm or a death; assault resulting in the death of a child under eight years old; felony domestic violence; felony physical abuse of an elder or dependent adult; felony stalking; solicitation for murder; a serious felony; hit-and-run causing death or injury; felony driving under the influence causing injury; or sexual assault.
- The employee or the employee's family member is a victim of a qualifying act of violence (as defined below) and is:
 - Obtaining or attempting to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim, their child, or a family member;
 - Seeking, obtaining, or assisting a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence;
 - Seeking, obtaining, or assisting a family member to seek or obtain, services from a domestic violence shelter, program, rape crisis center, or victim services organization as a result of a qualifying act of violence;
 - Seeking, obtaining, or assisting a family member to seek or obtain, psychological counseling or mental health services related to an experience of a qualifying act of violence;
 - Participating in safety planning and taking other actions to increase safety from future qualifying acts of violence;
 - Relocating or engaging in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or daycare;
 - Providing care to a family member who is recovering from injuries caused by a qualifying act of violence;
 - Seeking, obtaining, or assisting a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence;
 - Preparing for, participating in, or attending any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; or
 - Seeking, obtaining, or providing childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.
- For purposes of this reason for use only, a "qualifying act of violence" means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime against the employee or their family member:

- Domestic violence;
- Sexual assault;
- Stalking; or
- An act, conduct, or pattern of conduct in which an individual causes bodily injury or death to another individual; exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.
- For purposes of this policy, "family member" means the employee's:
 - Spouse;
 - Registered domestic partner (as defined by state or local law);
 - Child (including a biological, adopted, or foster child, stepchild, legal ward, the child of a domestic partner, or a child to whom the employee stands in loco parentis);
 - Parent (including a biological, adoptive, or foster parent, stepparent, the parent of a spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child);
 - Legal guardian;
 - Sibling;
 - Grandparent;
 - Grandchild; or
 - Designated person.

The definition of "child" applies irrespective of a child's age or dependency status.

A "designated person" means a person identified by the employee at the time the employee requests sick leave.

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 make a good-faith effort to provide reasonable 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 practicable.

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.

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

In general, employees will not be required to provide verification of the need for sick leave but may be required to provide documentation or certification of the absence under another applicable law like the federal Family and Medical Leave Act or the Americans with Disabilities Act. However, to the extent permitted by applicable law, the Company reserves the right to require a doctor's note or other verification of the employee's need for the absence when it has information indicating that the employee is not requesting paid sick leave for a valid purpose.

The Company will keep confidential the health information of the employee or employee's family member, as well as information related to qualifying acts of violence perpetrated against the employee or employee's family member, 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 HWHFA or the SMMWO; 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 one year 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 HWHFA and the SMMWO.

No Discrimination or Retaliation

As long as the use of sick leave complies with the requirements of this policy, the HWHFA and the SMMWO, 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 or for 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.

West Hollywood Policies

Paid Leave and Unpaid Sick Leave (West Hollywood)

The Company provides paid leave and unpaid sick leave to eligible employees in compliance with the West Hollywood Minimum Wage Ordinance (MWO).

Paid Leave and Unpaid Sick Leave Eligibility

Employees who, in a particular week, perform at least two hours of work in West Hollywood for the Company are eligible to receive paid sick leave and unpaid sick leave from the Company.

Accrual and Carryover of Paid and Unpaid Leave

Eligible employees begin to accrue paid and unpaid leave on their first calendar day of employment with the Company or their date of coverage under the MWO, whichever is later. Eligible employees who work 40 or more hours in a workweek accrue 96/52 hours of paid leave, and 80/52 hours of unpaid sick leave, per workweek. Employees who work fewer than 40 hours in a workweek accrue a pro-rated amount of paid leave and unpaid sick leave. Eligible employees may accrue up to 96 hours of paid leave, and 80 hours of unpaid sick leave, per benefit year.

Eligible employees may carry over accrued but unused paid leave and unpaid sick leave from one benefit year to the next.

The maximum number of hours an employee's paid leave bank can contain overall, including carried-over paid leave, is 192 hours. The maximum number of hours an employee's unpaid sick leave bank can contain overall, including carried-over unpaid sick leave, is 80 hours.

The applicable "benefit year" for purposes of this policy is the calendar year.

Using Paid Leave and Unpaid Sick Leave

Eligible employees may begin to use paid leave after the first six months of their employment. Employees may begin to use unpaid sick leave after the first six months of their employment and after they have used all paid leave for the benefit year.

Employees may use paid and unpaid leave in one-hour increments.

Notice Required for Paid Leave and Unpaid Sick Leave

When the need for paid leave or unpaid sick leave is foreseeable, employees must provide reasonable advance oral or written notice to their Client Supervisor and VanderHouwen Human Resources for any absence from work. If the need for paid sick and safe time is unforeseeable, employees must provide notice to their Client Supervisor and VanderHouwen Human Resources of the need to use the time as soon as practicable. To provide notice of the need to use paid leave or unpaid sick leave, employees should contact VanderHouwen Human Resources.

Employees may provide notice to VanderHouwen Human Resources by completing a request form and returning it to VanderHouwen Human Resources within five business days.

Rate of Pay for Paid Leave

Employees will be paid for paid leave at their base rate of compensation.

Discipline for Unprotected Use of Paid Leave or Unpaid Sick Leave

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

- Uses paid or unpaid leave for a purpose not covered by, or in a manner not consistent with, the MWO; or
- Violates this policy's requirements concerning requesting and using leave.

Effect on Other Rights and Policies

The Company may provide other forms of leave for employees that are required under certain federal, state, and local laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state, or local law, provided eligibility requirements for that law are met. It is the employee's responsibility to apply for any applicable benefits for which the employee may be eligible as a result of an absence under this policy.

Separation From Employment and Rehire

If an employee's employment with the Company ends and the employee is rehired within one year of employment ending, previously accrued but unused unpaid sick leave and paid leave will be reinstated and made immediately available for use.

No Discrimination or Retaliation

If the notice provisions outlined above are followed, the Company will not count an employee's use of paid leave or unpaid sick leave as an absence or occurrence that may result in discipline under any Company policy.

The Company will not interfere with, restrain, or deny an employee's rights under the MWO and will not discriminate or retaliate against an employee for exercising those rights, including the right to oppose a practice prohibited by the MWO, participate in proceedings related to the MWO, seek to enforce their rights under the MWO by any lawful means or otherwise assert rights under the MWO.

FAMILY CARE & MEDICAL LEAVE & PREGNANCY DISABILITY LEAVE



Civil Rights
Department
STATE OF CALIFORNIA



Under California law, an employee may have the right to take job-protected leave to care for their own serious health condition or a family member with a serious health condition, or to bond with a new child (via birth, adoption, or foster care). California law also requires employers to provide job-protected leave and accommodations to employees who are disabled by pregnancy, childbirth, or a related medical condition.

Under the California Family Rights Act of 1993 (CFRA), many employees have the right to take job-protected leave, which is leave that will allow them to return to their job or a similar job after their leave ends. This leave may be up to 12 work weeks in a 12-month period for:

- the employee's own serious health condition;
- the serious health condition of a child, spouse, domestic partner, parent, parent-in-law, grandparent, grandchild, sibling, or someone else with a blood or family-like relationship with the employment ("designated person"); or
- the birth, adoption, or foster care placement of a child.

If an employee takes leave for their own or a family member's serious health condition, leave may be taken on an intermittent or reduced work schedule when medically necessary, among other circumstances.

Eligibility. To be eligible for CFRA leave, an employee must have more than 12 months of service with their employer, have worked at least 1,250 hours in the 12-month period before the date they want to begin their leave, and their employer must have five or more employees.

Pay and Benefits During Leave. While the law provides only Unpaid leave, some employers pay their employees during CFRA leave. In addition, employees may choose (or employers may require) use of accrued paid leave while taking CFRA leave under certain circumstances. Employees on CFRA leave may also be eligible for benefits administered by the Employment Development Department.

Taking CFRA leave may impact certain employee benefits and seniority date. If employees want more information regarding eligibility for a leave and/or the impact of the leave on seniority and benefits, they should contact their employer.

Pregnancy Disability Leave. Even if an employee is not eligible for CFRA leave, if disabled by pregnancy, childbirth or a related medical condition, the employee is entitled to take a pregnancy disability leave of up to four months, depending on their period(s) of actual disability. If the employee is CFRA-eligible, they have certain rights to take both a pregnancy disability leave and a CFRA leave for reason of the birth of their child.

Reinstatement. Both CFRA leave and pregnancy disability leave contain a guarantee of reinstatement – for pregnancy disability it is to the same position and for CFRA it is to the same or a comparable position at the end of the leave, subject to any defense allowed under the law.

Notice. For foreseeable events (such as the expected birth of a child or a planned medical treatment for the employee or of a family member), the employee must provide, if possible, at least 30 days' advance notice to their employer that they will be taking leave. For events that are unforeseeable, employees should notify their employers, at least verbally, as soon as they learn of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until the employee complies with this notice policy.

Certification. Employers may require certification from an employee's health care provider before allowing leave for pregnancy disability or for the employee's own serious health condition. Employers may also require certification from the health care provider of the employee's family member, including a designated person, who has a serious health condition, before granting leave to take care of that family member.

Want to learn more?

Visit: calcivilrights.ca.gov/family-medical-pregnancy-leave/

If you have been subjected to discrimination, harassment, or retaliation at work, or have been improperly denied protected leave, file a complaint with the Civil Rights Department (CRD).

TO FILE A COMPLAINT

Civil Rights Department
calcivilrights.ca.gov/complaintprocess
Toll Free: 800.884.1684 / TTY: 800.700.2320
California Relay Service (711)

Have a disability that requires a reasonable accommodation?
CRD can assist you with your complaint.

For additional translations of this guidance, visit: www.calcivilrights.ca.gov/posters/required

CRD-100-02890 / January 2020

Receipt of California Contractor Addendum

This acknowledges I have received a copy of the VanderHouwen & Associates, Inc. (referred to throughout this Addendum as VanderHouwen or the Company) California Contractor Addendum. As an employee of VanderHouwen, I agree to read this Contractor 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 Contractor 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 Contractor 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, Chief Executive Officer, or Chief Operating Officer of VanderHouwen are 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, Chief Executive Officer, or Chief Operating Officer.

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: _____