



EMPLOYEE POLICY MANUAL

**IVNA Home Care Services Inc. dba Right at Home Fresno
5550 N. Palm Ave.
Fresno, CA 93704
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Direct Questions to the **Owner**

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INTRODUCTION

We are pleased to welcome you as an employee of **IVNA Home Care Services, Inc dba Right at Home Fresno**. serving Fresno, CA. **IVNA Home Care Services, Inc.** is referred to throughout this Employee Policy Manual (“*Employee Manual*”) as the “*company*.” As a company that prides itself on the value our employees provide our clients, we feel it is important that all employees understand our policies and procedures. This Employee Manual is intended to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of this Employee Manual as it will answer many questions about employment with the Company.

The Company is pleased that you have become a member of our team. One of the keys to our success as a company is hiring good employees. You were hired because the Company management believes you have the skills and potential to help the Company succeed. The Company expects and depends upon you to perform the tasks assigned to the best of your abilities. The Company believes hard work and commitment will not only help the Company succeed, but will help give you a sense of pride and accomplishment.

You have joined an organization that has established a proud reputation in the home care profession. Credit for this goes to everyone in the organization. We hope you, too, will find satisfaction and take pride in your work here. Everyone has an impact on the quality of work here at the Company (whether directly or indirectly), and we expect you to continue the tradition of offering top-notch home care services.

We are glad to have you as a member of the Company’s team! We hope your employment proves very satisfying and that you will make an important contribution to our future. Every person has an important role in our operations, and we value the abilities, experience, and background that you bring to the Company. It is the Company’s people who provide the services that our clients rely upon and enable us to grow and create new opportunities in the years to come.

The Company is independently owned and operated by a franchisee under a franchise agreement with the Franchisor. The Company is the owner and operator of a franchise, and you are employed by the Company and not the Franchisor or any other entity.

Following your review of this Employee Manual, please sign and return the Receipt and Acknowledgment sheet located at the back of this Employee Manual. Your signed Receipt should then be separated from this Employee Manual and given to the Company’s management team.

The Company’s management team intends to provide you with all the support and resources you will need to perform your job effectively. If, at any time, you need assistance or guidance, please do not hesitate to ask any of the members of the Company’s management team. They are here to help you perform to the best of your ability. Once again, welcome to the **IVNA Home Care Services, Inc. dba Right at Home Fresno** we are glad to have you with us!

Purpose of this Employee Manual

This Employee Manual contains information about the employment policies and practices of the Company. These policies reflect the Company's values, and the Company expects each employee to read this Employee Manual carefully, as it is a valuable reference for understanding both an employee's job and the Company.

This Employee Manual supersedes all previously issued employee manuals and handbooks. Except for the policy of at-will employment, the Company reserves the right to revise, delete, and add to the provisions of this Employee Manual and as such, this Employee Manual does not create an express or implied contract and does not guarantee specific terms and conditions of employment. All such revisions, deletions, or additions must be in writing. No oral statements or representations can change the provisions of this Employee Manual. Not all of the Company's policies and procedures are set forth in this Employee Manual, however. The Company has summarized only some of the more important ones. If an employee has any questions or concerns about this Employee Manual or any other policy or procedure, they should contact their immediate supervisor, the Company's Human Resources Department, or another member of Company management.

As stated, this Employee Manual does not constitute an express or implied contract guaranteeing continued employment for any employee. No Company manager or supervisor has any authority to enter into a contract of employment express or implied that changes or alters the fact that employment with the Company is at-will. Employees should refer to the At-Will Employment policy for additional information.

Nothing in this Employee Manual or in any other document or policy is intended to violate any municipal, state, or federal law. Nothing in this Employee Manual is intended to limit any concerted activities by employees relating to their wages, hours or working conditions, or any other conduct protected by Section 7 of the National Labor Relations Act ("**NLRA**"). Furthermore, nothing in this Employee Manual prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission ("**EEOC**"), National Labor Relations Board ("**NLRB**"), Securities and Exchange Commission ("**SEC**"), or any other federal, state, or municipal agency charged with the enforcement of any laws.

The Company complies with applicable state and municipal laws.

Company Mission Statement and Vision

To remain the most trusted name in home care, the Company strives to provide our clients with the highest quality of life and independence attainable. The Company's success is defined by its ability to enhance and enrich the lives of the Company's clients and caregivers, and Company management are, and always will be committed to this end.

The Company is more than just the sum of its parts. By bringing together the very best in caregivers and clients, the Company will set the bar for ALL home care organizations, across the United States and around the globe. The Company is firmly committed to the following:

- Maintaining dignity, respect, and healthy outcomes for all;
- Building supportive, caring relationships between families and caregivers;
- Providing health care professionals and referral sources with outstanding results;
- Inspiring caregivers with communication, industry leading training, and a true commitment to their well-being; and
- Empowering our partners to grow and succeed, each and every day.

Employment At-Will

Employment with the Company is at-will unless state law provides otherwise. This means that employment may be terminated for any or no reason, with or without cause or notice at any time by the employee or by the Company, excluding any reason expressly prohibited by applicable federal, state, and/or municipal law. Nothing in this Employee Manual or any oral statement shall limit the right to terminate the employment relationship at-will. This at-will employment policy is the sole and entire agreement between the employee and the Company regarding the fact that employment with the Company is at-will. No Company manager or supervisor has any authority to enter into an express or implied contract of employment that changes the fact that employment with the Company is at-will. Only the owner of the Company or that person's authorized representative has the authority to enter into an employment agreement that alters the fact that employment with the Company is at-will, and any such agreement must be in writing and signed by the **owner** of the Company or that person's authorized representative.

Equal Employment Opportunity

The Company is an equal opportunity employer and is committed to both equal employment opportunity and compliance with state and federal antidiscrimination laws for all employees and applicants for employment in all of its employment practices, including but not limited to selection, hiring, assignment, reassignment, promotion, transfer, compensation, administration of benefits, and all other conditions of employment. In accordance with applicable federal law, the Company prohibits discrimination against any applicant or employee based on any legally-recognized basis, including, but not limited to the following: race, color, religion, sex (including sexual orientation, gender identity, pregnancy, lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, citizenship status, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal law.

The Company also complies with California law and administrative regulations, which prohibit discrimination and harassment against any employee, applicant for employment, individuals providing services in the workplace pursuant to a contract, interns, and volunteers based on one or more or a combination of multiple of (intersectionality) their actual or perceived: race (including traits historically associated with race, such as hair texture and protective hairstyles like braids, locs, and twists), color, religion, creed, national origin, citizenship status, ancestry,

physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex or gender, pregnancy (including childbirth and related medical conditions, and including medical conditions related to lactation), 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, reproductive health decision making, Civil Air Patrol membership, citizenship, primary language, medical condition (cancer and genetic characteristics), Medi-CalF status, military or veteran status, immigration status, and any other consideration protected by federal, state, or municipal law, including a perception that an individual has any of those characteristics or that they are associated with a person who has, or is perceived to have, any of those characteristics (collectively referred to as “*Protected Characteristics*”).

The Company also respects an employee’s right to be referred to as the gender of their choosing, irrespective of the employee’s assigned gender at birth. Thus, all employees must abide by another employee’s request to be identified with a preferred gender, name, or pronoun.

For purposes of this policy, discrimination on the basis of “national origin” also includes the following: 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; accent discrimination; an individual’s or ancestors’ actual or perceived: physical, cultural, or linguistic characteristics associated with a national origin group; marriage to or association with persons 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; and name that is associated with a national origin group. The Company will not implement any single language or English proficiency rules, absent business necessity and only during work time; threaten to contact immigration authorities; take adverse action due to name change, Social Security Number (“*SSN*”) change, or other document change/update.

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 municipal law.

The Company complies with state and federal law, which collectively and expressly prohibit harassment against employees and applicants, individuals providing services in the workplace pursuant to a contract, unpaid interns, and volunteers based on the aforementioned Protected Characteristics, as well as retaliation for exercising rights under all applicable state and federal civil rights laws. The Company will not tolerate unlawful discrimination, harassment, or retaliation based upon these Protected Characteristics or any other characteristic protected by applicable federal, state, or municipal 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. The Company’s commitment to equal opportunity employment applies to all persons involved in the Company’s operations and prohibits unlawful discrimination and harassment by any employee, including supervisors and co-workers. Violation of this policy will result in disciplinary action, up to and including immediate termination.

Complaint Procedure

Any employee who believes they have been the subject of unlawful harassment, discrimination, or retaliation by a co-worker, supervisor, agent, client, vendor, or customer of the Company, in violation of the foregoing policies, or who is aware of such harassment, discrimination, or retaliation against others, should immediately provide a written or verbal report to their immediate supervisor, any other member of Company management, or the Company's Human Resources Department to report such incidents. After a report is received, Company management will conduct a thorough and objective investigation. The investigation will be completed, and a determination made and communicated to the employee as soon as practical. The Company expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of proscribed harassment, discrimination, or retaliation, or regarding the alleged violation of any other Company policies, and during the investigation, to keep matters related to the investigation confidential.

If the Company determines that this policy has been violated, the Company will take remedial action, commensurate with the severity of the offense. The Company will also take appropriate action to deter any future harassment or discrimination prohibited by this policy. If a complaint of prohibited harassment, discrimination, or retaliation is substantiated, the Company will take appropriate disciplinary action, up to and including employment termination.

The EEOC and equivalent state agencies will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party.

Protection Against Retaliation

As provided above, retaliation is prohibited against any person by another employee or by the Company for using this complaint procedure, reporting proscribed harassment, or for 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, employment 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.

An employee should report any retaliation prohibited by this policy to their immediate supervisor, any Company management team member, or to the Company's Human Resources Department. The Company will investigate any report of retaliatory conduct in a thorough and objective manner. If a report of retaliation is substantiated, the Company will take appropriate disciplinary action, up to and including employment termination.

Anti-Harassment Policy

The Company expressly prohibits any form of employee or non-employee discrimination and/or harassment based (but not limited to) the Protected Characteristics set forth above or any other protected basis under applicable federal, state, or municipal law.

In accordance with this policy, the following will not be tolerated:

- Conduct that unreasonably interferes with the ability of any employee or non-employee to perform their expected job duties. This includes extending welcome or unwelcome attention and/or hostility to someone based on a protected characteristic, including that which is sexual in nature, which thereby reduces personal productivity or time available to work at assigned tasks.
- Conduct which creates an intimidating, hostile, or offensive work environment. This includes unwelcome or unwanted conversations, suggestions, requests, demands, physical contacts, or attentions that are sexual in nature or based upon any other protected characteristic.
- Rejection or submission to sexual favors as the implicit or explicit basis for decisions concerning one's employment, assignment, advancement, compensation, or any other condition of employment.

Definition of Harassment

Unlawful harassment includes, but is not necessarily limited to:

- Unwelcome sexual advances; requests for sexual favors; or other verbal, visual, or physical conduct of a sexual nature.
- Slurs, jokes, or other verbal, visual, or physical conduct relating to an individual's race, color, gender/sex, religion, national origin, age, disability, sexual orientation, marital status, or any other characteristic protected by applicable state, municipal, or federal law.

Sexual or other unlawful harassment of our employees by anyone, including any supervisor, co-worker, vendor, client, or visitor, based on a protected characteristic will not be tolerated.

Sexual harassment is illegal and includes:

1. Unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature, even if an employee suffers no adverse consequences and/or is otherwise treated well, as long as the actions of the harasser are found to be offensive, including where:
 - a. Submission to such conduct is explicitly or implicitly made a term or condition of employment;
 - b. Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
 - c. Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
2. Offensive comments, jokes, innuendoes, or other statements of a sexual or gender-based nature.

3. Favoritism between a supervisor and subordinate based on an intimate/sexual relationship or desire for the same.

The Company further defines “harassment” as follows:

1. Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, fondling, or any other similar physical contact considered unacceptable by another individual. This also includes leering or staring at another individual in a sexual manner or making other sexual gestures towards an individual.
2. Requests or demands for sexual favors. This includes subtle or blatant expectations, pressures, or requests for any type of sexual favor accompanied by an implied or express promise of preferential treatment or negative consequence concerning one’s employment status.
3. Verbal abuse, jokes or kidding that is sexual in nature or based upon a protected characteristic and is considered offensive by another individual. This includes commenting about an individual’s body or appearance where such comments go beyond mere courtesy; telling “dirty jokes” or jokes based upon a protected characteristic that are clearly unwanted and considered offensive by others; or any other tasteless or offensive comments, innuendoes or actions based upon sex or any other protected characteristic.
4. Engaging in any type of sexual or gender-based conduct that would reasonably interfere with another employee’s work performance. This includes extending welcome or unwelcome sexual attentions or sex-based hostility to someone which reduces personal productivity or time available to work at assigned tasks.
5. Creating a work environment that is intimidating, hostile or offensive. This includes unwelcome or unwanted conversations, suggestions, requests, demands, physical contacts or attentions that are sexual in nature or based upon any other protected characteristic.

Employees who violate this policy are subject to disciplinary action up to and including immediate discharge.

The Company’s anti-harassment policy applies to all employees of the Company (regardless of title, position, job responsibilities, or status). No employee is exempt from this policy or permitted to engage in any conduct that violates this policy. Any questions or concerns about this policy or its enforcement should be immediately directed to the Company’s Human Resources Department.

Reporting and Investigation of Complaints of Discrimination or Harassment

The responsibility for providing an atmosphere free of discrimination and harassment rests with every employee. If you believe you have been unlawfully discriminated against or become aware of any act or instance of unlawful discrimination or harassment that involves the Company, it is your responsibility to immediately report the matter to your supervisor, another member of management with whom you feel comfortable, or directly to the Company’s Human Resources

Department. Furthermore, if you believe that any member of management has violated this policy or has not properly responded to and/or handled your report or concerns of discrimination or harassment, you should immediately contact the Company's Human Resources Department.

Company managers or supervisors who become aware of suspected discrimination, harassment, or retaliation by or against any employee (as defined in this policy), MUST inform Human Resources immediately.

The Company's complaint process is designed to ensure that complaints are kept confidential, to the extent possible; investigations and responses are provided in a timely manner; qualified personnel undertake impartial and timely investigations; investigations are documented and tracked for reasonable progress; appropriate options are assessed and implemented in order to remediate any inappropriate conduct and resolve the matter and that the matter is closed in a timely manner.

When the Company receives allegations of misconduct, it will conduct a fair, timely, and thorough investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. All Company employees are required to provide their full cooperation in any investigation of a violation of any Company policy, including by providing written statements. The investigation will be kept confidential to the extent possible, but complete confidentiality cannot be promised or guaranteed due to the need to conduct a thorough and fair investigation that provides all parties involved appropriate due process.

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>.

Disciplinary Procedure

If, at the end of the investigation, misconduct is found, appropriate remedial measures (including discipline) shall be taken including, but not limited to, termination from employment.

The Company prohibits any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in a complaint investigation.

The Company expects honesty from its employees at all times. If after investigating a complaint of harassment or discrimination, the Company determines that any employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who gave the false information.

Suspected retaliation should be reported and will be investigated in the same manner as discrimination and harassment claims. Employees found to have engaged in retaliation will be disciplined accordingly, up to and including termination from employment.

Furthermore, any supervisor or manager who fails to comply with his/her reporting requirements under this policy regarding suspected instances of discrimination, harassment, or retaliation will be subject to discipline, up to and including employment termination.

Disability Accommodation

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, 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 to perform the essential functions of their job, enjoy an equal employment opportunity, and/or obtain equal job benefits should contact the Company's Human Resources Department to request such an accommodation. Human Resources will communicate with the employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation(s) may be appropriate. In some cases, this interactive process may be triggered without a request from the employee, such as when the Company receives notice from its own observation or another source that a medical impairment may be impacting the employee's ability to perform essential job functions.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Company will evaluate information obtained from the employee, and possibly the employee's 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 the Company and/or a direct threat to the health and/or safety of the individual or others, the Company will generally make the accommodation, or it may propose another reasonable accommodation which may also be effective. Employees are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation, and being willing to consider alternative accommodations when applicable.

The Company will also consider requests for reasonable accommodations for medical conditions related to pregnancy, childbirth, and lactation as set forth in the Company's Reasonable Accommodation for Pregnancy, Childbirth, and Related Medical Conditions as well as Lactation Accommodation policies below, where supported by medical documentation, and/or as required by applicable federal, state, or municipal law.

Employees who wish to request unpaid time away from work to accommodate a disability should speak to the Company's Human Resources Department.

Reasonable Accommodation for Pregnancy, Childbirth and Related Medical Conditions

Any employee affected by pregnancy, childbirth, or a related medical condition who requires an accommodation to perform the essential functions of their job, enjoy an equal employment opportunity, and/or obtain equal job benefits should contact the Company's Human Resources Department to request such an accommodation. Human Resources will communicate with the employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation(s) may be appropriate. In some cases, this interactive process may be triggered without a request from the employee, such as when the Company receives

notice from its own observation or another source that a medical impairment may be impacting the employee's ability to perform essential job functions.

Employees who believe they need an accommodation related to pregnancy, childbirth, or a related medical condition must specify, preferably in writing, what barriers or limitations prompted the request. The Company will evaluate information obtained from the employee, and possibly the employee's 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 the Company and/or a direct threat to the health and/or safety of the individual or others, the Company will generally make the accommodation, or it may propose another reasonable accommodation which may also be effective. Employees are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation, and being willing to consider alternative accommodations when applicable.

For employees working in a jurisdiction that has a pregnancy, childbirth or related medical condition accommodation law, the Company will comply with all legal requirements, including providing greater or different benefits than those indicated here.

The Company will not require any eligible employee to accept an accommodation other than any reasonable accommodation arrived at through the interactive process outlined above or require such employee to utilize paid or unpaid leave when another reasonable accommodation can be provided. The Company will further take no action to discriminate or retaliate against an employee affected by pregnancy, childbirth, or related medical condition with respect to the terms, conditions, or privileges of employment for requesting an accommodation or making a charge, testifying, assisting, or participating in any manner in an investigation, proceeding, or hearing provided under applicable law.

Religious Accommodation

The Company will attempt to make reasonable accommodations for employee observance of religious holidays and sincerely held religious beliefs unless doing so would cause an undue hardship on Company operations. If an employee desires a religious accommodation, the employee is required to make the request in writing to their immediate supervisor as far in advance as possible.

Accommodation for Adult Literacy Programs

The Company will provide all employees working in the State of California who disclose that they are illiterate and request Company assistance in enrolling in adult literacy program, with reasonable accommodations in obtaining access to adult literacy programs, provided such reasonable accommodation does not impose an undue hardship on the Company. Employees working in the State of California who wish to self-identify as an individual with a literacy problem and request an accommodation should contact **the Human Resources Department**. To the extent the Company provides eligible employees time off to attend adult literacy programs, such time off will be unpaid to the extent permitted by applicable law. However, eligible

employees may utilize and exhaust any accrued vacation or paid leave to the extent provided by the Company.

Confidentiality

The Company will take reasonable efforts to ensure that any information disclosed by an eligible employee under this policy, including the fact the employee has a problem with illiteracy, remain confidential.

Protected Rights

The Company will not terminate the employment of any employee who discloses a problem of illiteracy, but who otherwise satisfactorily performs the essential duties of their role because of the disclosure of illiteracy.

Definitions

For purposes of this policy, the following terms are defined as follows:

- “Illiterate” means any person who is unable to, or has great difficulty with, reading and writing.
- “Reasonable Accommodations” includes, but is not limited to, providing employees with information concerning the locations of local literacy programs, assisting employees enroll in such programs, or arranging for a tutor to visit the Company worksite at which a requesting employee is located.

Accommodation for Victims of Domestic Violence, Sexual Assault, or Stalking

The Company will make reasonable accommodations for employees who report that they are the victim of domestic violence, sexual assault, or stalking and request that the Company 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 the following: 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 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 the Company’s Domestic Violence, Sexual Assault, or Stalking Victim Leave policy and should consult that policy and/or contact the Company’s Human Resources Department for additional information.

The Company 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 the Company if their needs change or if they no longer need an accommodation. The Company 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, the Company will notify the employee before any information is released.

The Company 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 the Company's Human Resources Department.

Accommodation for Drug or Alcohol Treatment or Rehabilitation

The Company 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. The Company's support for treatment and rehabilitation does not obligate the Company to hire or employ any person who violates the Company'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.

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

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact the Company's Human Resources Department.

Background Checks

The Company recognizes the importance of maintaining a safe, secure workplace with employees who are qualified, reliable, and nonviolent, and who do not present a risk of serious harm to their coworkers or others. To promote these concerns and interests, the Company reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information. Consistent with legal or contractual requirements, the Company also reserves the right to obtain and to review an applicant's or an employee's criminal conviction record, and related information, and to use such information when making employment decisions, but only to the extent permissible under applicable law.

A pending criminal matter may be considered in appropriate circumstances for business-related reasons, consistent with applicable law. All background checks will be conducted in strict conformity with the federal Fair Credit Reporting Act (“*FCRA*”), the California Investigative Consumer Reporting Agencies Act (“*CICRAA*”), state and federal anti-discrimination and privacy laws, and applicable state fair credit reporting laws. The Company is an equal opportunity employer and will comply with applicable laws relating to the use of background checks for employment purposes.

Third-party services may be hired to perform these checks and the Company will ensure that all background checks are conducted and held in compliance with applicable laws. The Company reserves the right to make the sole determination concerning information or any employment decision arising out of the background check.

Reference Checks

So that the Company can handle requests for job references in a consistent, fair, and lawful manner, all requests for official job references on behalf of the Company should be forwarded to the Company’s Human Resources Department. No other Company manager or supervisor is authorized to release references on the Company’s behalf for current or former employees. The Company’s policy concerning references for former employees is to disclose only the dates of employment and the title of the last position held. If an employee authorizes disclosure in writing, the Company will also provide a prospective employer with information on the amount of the salary or wage last earned.

GENERAL EMPLOYMENT PRACTICES

Employee Eligibility and Work Authorization

The Federal Immigration Reform and Control Act of 1986 (the “*Act*”) requires employers to verify the legal working status of all employees hired on or after November 7, 1986. The Act makes it unlawful to hire anyone who is (a) not a U.S. citizen, or (b) an alien who does not have the legal right to be employed in the United States. All employees will be required to complete Form I-9 and provide current documentation from time to time, as required by federal law.

In accordance with federal law, the Company participates in the Electronic Verification System (“*E-Verify*”) to electronically verify the work authorization of newly-hired employees. E-Verify is an Internet-based program that compares information from an employee’s Form I-9 to data contained in the federal records of the Social Security Administration and the U.S. Department of Homeland Security to confirm employment eligibility.

The Company is committed to honoring all terms and conditions of E-Verify. Employees who do not contest a Tentative Non-confirmation, or who receive a Final Non-confirmation or No Show, are subject to immediate employment termination.

The Company will also not tolerate any form of discrimination or harassment prohibited by federal, state, or municipal law, including discriminatory treatment based on an employee’s or applicant’s national origin or citizenship status. Employees who believe they have been subject to discrimination or harassment, including during the Form I-9 and E-Verify process, should

immediately report the matter as further outlined herein. The Company further prohibits retaliation against employees or applicants for employment for making such complaints.

Access to Personnel Files and Payroll Records

The information recorded in an employee's personnel file is extremely important. It is an employee's responsibility to make sure that the personal data in the file is accurate and up to date. Report any change of address, phone number, etc., to the Company immediately. The Company will not discriminate or take any adverse employment action against an employee who updates their personal information.

Access to information in personnel files is restricted. Only authorized Company managers and Company management personnel will have access to an employee's personnel file. However, the Company will cooperate with—and provide access to an employee's personnel file to—law enforcement officials or municipal, state, or federal agencies in accordance with applicable law.

Employees have the right to inspect and receive a copy of their personnel files. Inspections will be allowed at reasonable times and intervals, but not later than 30 calendar days from the date the Company receives a written request. Upon a written request from an employee, the Company shall provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not less than 30 calendar days from the date the Company receives the request.

To facilitate an inspection, the Company will make an employee's personnel records available at the place where the employee reports to work, or at another location agreeable to the Company and the employee. However, the Company will not make personnel records or a copy available at a time when the employee is on the clock and/or expected to be working.

Employees may not inspect or copy records relating to the investigation of a possible criminal offense, letters of reference, or ratings, reports, or records that (a) were obtained prior to the employee's employment, (b) were prepared by identifiable examination committee members, or (c) were obtained in connection with a promotional exam.

Health/medical records are also not included in an employee's personnel file. These records are confidential. The Company will safeguard them from disclosure and will divulge such information only as follows: (a) as allowed by law; or (b) to the employee's personal physician upon written request or permission of the employee.

Upon request, employees may receive a copy of any instrument that the employee has signed relating to the obtaining or holding of employment.

Employees may inspect or copy their own payroll records upon a written or oral request from the employee to inspect or copy their payroll records. Such inspection or copying will occur as soon as practicable, but no later than 21 calendar days from the date of the request.

Employer-Sponsored Meetings

In accordance with and to the extent required by applicable law, the Company will not require as a condition of employment that employees attend or participate in mandatory employer-

sponsored meetings, the primary purpose of which are to communicate the Company's opinion on religious or political matters. For purposes of this policy, "political matters" means "matters relating to elections for political office, political parties, legislation, regulation, and the decision to join or support any political party or political or labor organization" which include meetings about unionization. For purposes of this policy, "religious matters" means "matters relating to religious affiliation and practice and the decision to join or support any religious organization or association."

The Company reserves the right to disseminate and/or require review of communications necessary for employees to perform their job duties and/or as required by law. Further this policy does not apply to or prohibit casual conversations or voluntary forums, meetings, or other communications on religious or political matters within the workplace.

EMPLOYEE CONDUCT

Standards of Conduct

To ensure safety and security and provide the best possible work environment, the Company expects employees to follow basic, common-sense rules of conduct that will protect everyone's interests and safety. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, but the following are examples of infractions of rules of conduct that may result in disciplinary action, including suspension, demotion, or termination of employment:

- Falsification of employment records, employment information, or other records;
- Recording the work time of another employee, allowing any employee to record another employee's work time, or allowing falsification of any time card, whether the employee's or another employee's;
- Theft or the deliberate or careless damage of any Company property or the property of any employee or client;
- Use of Company materials, supplies, tools, or products for personal reasons without advanced permission from Company management;
- Abuse of the Company's electronic resources, including sending personal emails during working time or in a manner that interferes with the employee's work performance;
- Possessing, distributing, selling, transferring, or using or being under the influence of alcohol or illegal drugs in the workplace;
- Provoking a physical fight or engaging in physical fighting during working hours or on premises owned or occupied by the Company;
- Provoking a physical fight or engaging in physical fighting during working hours or on premises owned or occupied by the Company;

- Carrying firearms, weapons, or dangerous substances at any time, on premises owned or occupied by the Company, unless state law provides otherwise.
- Using abusive, violent, threatening or vulgar language at any time during working hours or while on premises owned or occupied by the Company;
- Absence of three (3) consecutive scheduled workdays without prior notice to the Company;
- Failing to obtain permission to leave work during normal working hours;
- Failing to observe working schedules, including meal and rest breaks;
- Abusing or misusing paid sick leave (note: for employees subject to mandatory sick leave laws, the provisions of the applicable policy govern sick leave issues);
- Failing to provide a certificate from a health care provider when requested or required to do so in accordance with applicable law;
- Working overtime without authorization or refusing to work assigned hours;
- Violating any safety, health or security policy, rule, or procedure of the Company;
- Committing a fraudulent act or intentional breach of trust under any circumstances; and
- Abuse or neglect of a client, including (but not limited to), withholding necessities; ignoring or not assisting the client; physical, verbal, or sexual abuse; and/or financial abuse, such as theft.

Although employment may be terminated at-will by either the employee or the Company at any time, without following any formal system of discipline or warning, excluding any reason prohibited by applicable federal, state, or municipal law, the Company may exercise discretion to utilize forms of discipline that are less severe than employment termination. Examples of less severe forms of discipline include verbal warnings, written warnings, demotions, and suspensions. Although one or more of these forms of discipline may be taken, no formal order or procedures are necessary. The Company reserves the right to determine which type of disciplinary action to issue in response to any type of performance issue or rule violation.

This statement of prohibited conduct does not alter or limit the policy of at-will employment. Either the employee or the Company may terminate the employment relationship at any time for any reason, with or without cause, and with or without notice, except as otherwise prohibited by applicable federal, state, or municipal law. As previously set forth in this Employee Manual, only the owner of the Company or that person's authorized representative has the authority to enter into an employment agreement that alters the fact that the employment relationship is at-will, and any such agreement must be in writing and signed by the owner of the Company or an authorized representative.

Cellular Phone Use/Texting While Driving

Use of cellular phones for personal reasons is prohibited during working hours. Employees should refrain from text messaging friends and family members during working hours as this can contribute to performance and safety issues on the job or while driving. Employees are expected to remember that working time is for work. Therefore, employees should only engage in personal phone calls and other use of electronic devices during nonworking time, including meal and rest breaks. Outside of this time, personal phone calls and communications should be kept to a minimum and for emergencies only. Nothing in this policy prohibits employees from accessing their mobile device or other communications device during an emergency condition for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to confirm their safety.

Employees whose job responsibilities include regular or occasional driving and who are issued a company cellular telephone or use their personal cellular telephone for business-related work are expected to put safety first. Therefore, personal and company-supplied cellular telephones are not to be used while driving.

If an employee receives a call on a cellular telephone while driving, he or she must pull over safely, park, and then either answer the telephone or return the call or text message. Furthermore, if an employee needs to make a company-related cellular telephone call, he or she must also pull over safely, park and then place the call.

Employees also may not send or review text messages while driving as part of their job responsibilities. The purpose of this policy is to ensure the safety of employees, other motorists and company property. Employees who are charged with traffic violations, or cause accidents or injuries, resulting from their use of personal or company-issued cellular telephones or blackberries while driving will be solely responsible for all liabilities, fines, etc., that result, to the extent permissible under the law.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a company-provided cellular telephone for business use or who use their personal cellular telephone for business use, are also expected to abide by the provisions of this policy.

Scope of Practice Policy

For caregiving employees, there are several factors that determine the scope of care the employee can provide on an assignment, including the following:

- What state and federal regulations will allow;
- What the Company office is licensed to provide; and
- What the client has requested.

A caregiving employee's employment is intended to meet the definition of a Personal Attendant under Wage Order 15 and the California Labor Code section 1451(d). Caregiving employees are

not to perform activities unrelated to direct care for the Client (i.e., housekeeping and laundry services, shopping for food and other household requirements, preparing and serving meals and snacks, and running errands) in excess of 20% of the total hours in a workweek.

Additionally, Non-Medical Personal Care Attendants must be registered California Home Care Attendants. Caregiving employees are not permitted to provide any of the following services to a Client while working as a Personal Care Attendant:

- Diabetic insulin shots
- Catheter care
- Bed sore treatment
- Physical therapy
- Glucose readings (blood sugar)
- Tube feedings and care
- IV insertions
- Blood pressure
- Ventilator dependent care
- Colostomy bag care
- Vital signs
- Post-surgery wound care
- Medication assistance (caregiving employees may provide medication reminders, but they cannot dose or administer medication)

When an employee is assigned to a client, the employee's immediate supervisor will discuss the skill level of care that the employee can provide.

Additional Caregiver Guidelines

- All clients are to be addressed by their last names (such as Mrs. Jones) unless otherwise instructed by the client.
- When answering the telephone in a client's home, a Caregiver must identify themselves by first name, for example, "Hello, Smith residence, Delores speaking." Personal use of the client's phone is reserved for emergencies only. A Caregiver must never give their phone number to a client or their family members.
- Caregiving employees provide light housekeeping services by maintaining an already clean home. Deep cleaning or scrubbing is not allowed. If a client requests cleaning of drapes, blinds, showers, ceiling fans, or hard to reach areas, please ask them to contact our office.
- All Caregiver have a 50-pound lifting restriction. To prevent injury, a Caregiver may not transfer a client or lift a client if he or she has fallen. The Caregiver should promptly contact the office with any question regarding this area.
- Caregivers can provide a safe bathing environment and assist the client to and from the bath area if needed and any required bathing assistance.

- Caregivers provide dressing assistance if needed. A Caregiver may assist getting socks and shoes on, and assist pulling up slacks or buttoning blouses, or any additional assistance the client may need.
- Caregiving employees may assist the client to and from the bathroom and to stabilize them while they are using the bathroom. A Caregiver can provide peri-care, or perform personal hygiene cleaning.
- Protection from bodily fluids is a primary concern for everyone's safety. Gloves should be used when contamination is inevitable.
- Caregiving employees can polish clients' fingernails only. Due to medical reasons, trimming or filing of nails is prohibited.
- No massages are to be given. This is for trained personnel only.
- If the client wants a Caregiver to have a key to their home, the Caregiver must let the office know. We will let the clients know that we are unable to have access to their key but suggest a lockbox.
- If the client wishes to give a Caregiver anything including money, gifts, or discarded items, the Caregiver must first notify the office.
- Caregivers are not allowed to rake leaves, trim branches, mow lawns or shovel snow. A Caregiver should promptly contact the office if a client insists that he or she do these services.
- All Caregiver meals for the duration of the shift are to be furnished by the Caregiver. Clients may provide meals on an invitational basis, but should not be expected. All Caregiver meals in a community is at the expense of the Caregiver.
- No children, spouse, relative, friend, or pet may accompany a Caregiver to an assignment.

Communication

Prior to serving a new client, caregiving employees will be briefed on the services the client needs. If employees have doubts about anything the client is requesting, the employee should contact the applicable office.

Caregiving employees are expected to maintain an attitude of caring, consideration, and personal interest in each assigned client. As significant physical, mental, and/or emotional changes in the client occur, employees must report this information to the supervisor or other office member. Client problems of any nature must be reported to the Company immediately for review and counseling.

Social Media

The Company respects the legal rights of its employees and understands that employees' time outside of work is their own. However, employees should be mindful that their social media activity, even if done off premises and while off-duty, could affect the Company's legitimate business interests. "Social media activity" includes all types of posts and other communications on the Internet, including but not limited to, posts on social networking or affinity sites (such as Facebook, LinkedIn, TikTok, Instagram, Threads, SnapChat, X (twitter), and YouTube); blogs and other on-line journals and diaries; bulletin boards and chat rooms; microblogging, such as Twitter; and posts of video or audio on media-sharing sites. Social media activity also includes permitting, or failing to remove, posts by others where the employee can control the content of posts, such as on a personal page or blog. This policy applies to social media activity when on or off duty, while using the Company's or personal electronic resources, and whether or not the employee posts anonymously or using a pseudonym.

The Company values its established brand reputation and goodwill relationships. These are important corporate assets. When employees engage in social media activity that identifies them as a Company employee, or in any way relates to the Company, employees should bear that in mind and follow the guidelines listed below:

- Social media activity is subject to all pertinent Company policies, including the Anti-Harassment Policy.
- Unless an employee has received prior authorization from the owner, the employee may not represent or suggest in any social media content that they are authorized to speak on the Company's behalf, or that the Company has reviewed or approved the content. If that will not be obvious from the content, the employee should specifically state the following: "The views expressed in this post are my own. They have not been reviewed or approved by the Company."
- The Federal Trade Commission ("*FTC*") requires that endorsements be truthful and not deceptive. If social media activity endorses the Company's products or services, i.e., expresses opinions, beliefs, findings, or experiences concerning the Company's products or services, employees must disclose their name and position with the Company.
- Employees should consider using available privacy filters or settings to block from others, including clients, colleagues, vendors, or competitors who may have access to your social media activity any overly personal information.
- Employees should not post content about the Company, management, co-workers, or clients that is obscene, threatening, intimidating, defamatory, harassing, or a violation of the Company's policies against discrimination, harassment, or hostility on account of any protected characteristics.
- Employees should not use the Company's logo, trademark, or proprietary graphics in violation of applicable laws, in a way which suggests that they are representing the Company or while engaging in conduct that violates Company policy.

- Employees should not disclose, or post images or video of, any of the Company’s trade secrets or confidential business information (for example, information regarding the development of systems, processes, products, know-how and technology, business plans; health/financial information of clients; the Company’s attorney-client communications or other internal business-related confidential communications).
- Employees should not post images or video of the Company’s employees, clients, vendors, or competitors that would be discriminatory, harassing, threatening, obscene, or similarly inappropriate.

Do not post any photos or client information to the internet in any form, including but not limited to any social media platforms, as this is in violation of the Health Insurance Portability and Accountability Act of 1996 (“*HIPAA*”).

Do not use Company email addresses to register on social networks, blogs, or other online tools utilized for personal use.

To reduce the risk of identity theft, stalking, and similar criminal conduct, employees should not disclose personally identifying information (such as Social Security numbers, credit or debit card numbers or financial account numbers) of the Company’s employees, clients, or vendors.

The Company prohibits taking adverse action against any employee for reporting a possible violation of this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including employment termination.

The Company will not construe or apply this policy in a manner that interferes with employees’ legally protected social media discussions regarding wages, hours, or working conditions, or otherwise discourage or prohibit any rights employees may have to interact with one another about the terms and conditions of their employment under Section 7 of the National Labor Relations Act.

EMPLOYEE BENEFITS

Bereavement Leave

A full-time employee of the Company who has worked for the Company for at least 30 days may request a leave of absence unpaid for a maximum of five working days upon the death of a family member. Family member is defined to include:

- spouse,
- child (biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis),
- parent (biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child),

- sibling (a person related to another person by blood, adoption, or affinity through a common legal or biological parent),
- grandparent,
- grandchild,
- domestic partner, and
- parent-in-law.

Employees must notify their supervisor as soon as possible if they need to take bereavement leave. Bereavement leave may be taken intermittently but must be completed within three months of the immediate family member's death. The Company reserves the right to request appropriate documentation. Any employee may, with their supervisor's approval, take additional time off beyond five days as necessary.

Cobra/CalCobra

Employees and dependents participating in the Company's group health plans may elect to continue such coverage for a certain amount of time pursuant to the federal Consolidated Omnibus Budget Reconciliation Act ("**COBRA**") and the California Continuation Benefits Replacement Act of 1997 ("**Cal-COBRA**") if coverage is lost due to a qualifying event. More information regarding continuation of coverage, including what constitutes a qualifying event, the cost of coverage, how long coverage will last and other important information is set forth in the Company's general COBRA notice. Eligible employees and dependents will also receive a COBRA notice following a qualifying event. Please contact the Company's Human Resources Department for more information.

Family and Medical Leave (California Family Rights Act) (5+ Employees) [Option #1]

The Company will grant time off to employees in accordance with the requirements of the California Family Rights Act ("**CFRA**") and the federal FMLA. Where both the CFRA and 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.

The following policy addresses employee rights under the CFRA only. Employees should refer to the Company's Main Handbook for additional detail regarding the FMLA. All questions concerning this policy should be directed to the Company's Human Resources Department.

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 prior to the commencement of the leave and have worked at least 1,250 hours over the previous 12 months as of the start of the leave.

Qualifying Reasons for Leave

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

- For the birth of an employee’s child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
- To care for the employee’s spouse or registered domestic partner, child (regardless of age or dependency status), parent, grandparent, grandchild, parent in-law, or sibling, with a serious health condition;
- For the employee’s own serious health condition, except for disability from pregnancy, childbirth, or a related medical condition;
- 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; or
- An employee may also take leave under this policy for the serious health condition of an employee’s designated person, which the law defines as any individual related by blood or whose association with the employee is the equivalent to a family relationship. Employees may identify one designated person per 12-month period.

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

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

- Inpatient care (including, but not limited to, substance abuse treatment) in a hospital, hospice or residential medical care facility, including any period of incapacity (that is, inability to work, attend school, or perform other regular daily activities) or any subsequent treatment in connection with this inpatient care; or
- Continuing treatment (including, but not limited to, substance abuse treatment) or continuing supervision by a health care provider that includes one or more of the following:
 - A period of incapacity (that is, inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment or the recovery that it requires) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves treatment two or more times via an in-person visit to a health care provider, or at least one visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider;

- Any period of incapacity or treatment for incapacity due to a chronic serious health condition that requires periodic visits to a health care provider, continues over an extended period of time and may cause episodic incapacity;
- A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, such as Alzheimer's, a severe stroke, and the terminal stages of a disease; or
- Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider either for (a) restorative surgery after an accident or other injury; or (b) a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

Length of Leave

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

CFRA leave is not available when an employee is disabled by pregnancy, childbirth, or a related condition. However, employees disabled by pregnancy, childbirth, or a related medical condition may be entitled to pregnancy disability leave under California law and the Federal FMLA. Federal 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, they will each be allowed up to 12 weeks of CFRA leave within 12 months of the child's birth or placement.

When the reason for CFRA leave is the employee's serious health condition, which also constitutes a "disability" under California's Fair Employment and Housing Act ("**FEHA**"), and the employee cannot return to work at the conclusion of the CFRA leave, 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

Leave taken intermittently may be taken in increments of no less than three days.

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 three days. 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 the Company's Human Resources Department 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 to be charged to the employee's CFRA entitlement.

CFRA leave for Bonding Leave does not have to be taken in a continuous period of time, but the minimum duration is two weeks. However, the Company will grant a request for CFRA leave lasting less than two weeks' twice during the 12-week period. Additional requests for Bonding Leave lasting less than two weeks may be directed to the Company's Human Resources Department 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. Bonding Leave must be concluded within one year of the birth or placement of the child.

Requesting Leave

Employees who wish to take planned family or medical leave must notify the Company's Human Resources Department 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 where written notice is not possible because of the need for immediate health care consultation or treatment.

When the need for the leave is foreseeable (such as for the expected birth or placement of a child) employees must, if possible, provide at least 30 days' advance notice. For events that are

unforeseeable, employees should notify the Company (at least verbally) as soon as they learn of the need for leave.

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

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

Certification of Health Care Provider

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

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

Qualifying Exigency Leave Requirements

Employees are required to provide the following:

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

Certification forms are available from the Company's Human Resources Department.

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.

Benefits

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. This means that, if an employee wants benefits coverage to continue during CFRA leave, the employee must continue to make any premium payments they were required to make for themselves or their dependents prior to the leave. Employees will generally be provided with group health benefits for a 12-workweek period. In some instances, 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 vacation and sick leave may not accrue while on an unpaid CFRA leave.

No loss of benefits accrued prior to the leave will occur as a result of leave under the CFRA, but employees are not entitled to any benefit or position that they would not have been entitled to if they did not take the leave.

Compensation During Leave

Leave taken under this policy is generally unpaid, although depending upon the circumstances, employees may be eligible to receive benefits through state-sponsored programs. Also, employees may choose to use accrued sick leave, to the extent permitted by law and the Company's policy. If employees elect to have wage-replacement benefits and accrued paid leave integrated, the integration may be arranged such that employees will receive no greater compensation than their regular compensation during this period. Alternative: The Company may require employees to use accrued sick leave to cover some or all of the leave, only if the CFRA leave is otherwise unpaid. The CFRA leave is not unpaid if the employee is receiving state disability insurance, short- or long-term disability payments pursuant to an employer provided plan, or is receiving Paid Family Leave through the state. The use of paid benefits will not extend the length of CFRA leave.

Job Reinstatement

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. If an employee becomes unqualified during CFRA leave as a result of not attending a necessary course, or renewing a license, the employee will be given a reasonable opportunity to fulfill those conditions upon returning to work. Further, 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 the employee is returning from CFRA leave for their own serious health condition. However, employees have no greater right to reinstatement than if they had been continuously employed rather than taken leave. For example, if an employee would have been laid off or the employee's position would have been eliminated even if they had not gone on leave, then the employee will not be entitled

to reinstatement. However, if an employee has been replaced or the employee's position was restructured to accommodate the employee absence, the employee is entitled to reinstatement. 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.

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

Confidentiality

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

Fraudulent Use of CFRA Leave Prohibited

An employee who fraudulently obtains CFRA Leave from 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.

Non-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. We will not terminate or discriminate against any individual for exercising their right to family and medical leave under the CFRA or for giving information or testimony regarding their own or another person's leave in an inquiry or proceeding related to rights under the CFRA. If an employee believes that their CFRA rights have been violated in any way, they should immediately report the matter to the Company's Human Resources Department.

Employees should contact the Company's Human Resources Department as to any CFRA questions they may have.

Family and Medical Leave

The Company will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although the federal and state laws have different names, the Company refers to the federal FMLA and the CFRA collectively as "FMLA Leave." In any case, employees will be eligible for the most generous benefits available under applicable law.

Employee Eligibility

To be eligible for FMLA Leave, employees must: (a) have been employed by the Company for a total of at least 12 months (not necessarily consecutive); (b) have worked at least 1,250 hours during the previous 12 months immediately prior to the start of the leave; and (c) (federal FMLA only) have worked at a location where at least 50 employees are employed by the Company within seventy-five (75) miles of the employee's worksite, as of the date the leave is requested. Eligibility requirements may differ for employees who have been on a protected military leave of absence. If employees are unsure whether they qualify for FMLA Leave, they should contact the Company's Human Resources Department.

Reasons for Leave

Federal and state laws allow FMLA Leave for various reasons. Because employees' legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. Federal FMLA leave and CFRA leave run concurrently except for the following reasons: to care for a child without regard to age or dependency status, registered domestic partner, a child of a registered domestic partner, grandparent, grandchild, or sibling (CFRA only); incapacity due to pregnancy or prenatal care as a serious health condition (FMLA only); qualifying exigency leave as defined under the FMLA (FMLA only); qualifying exigency leave as defined under the CFRA (CFRA only); and military caregiver leave (FMLA only). Additionally, CFRA coverage for an employee's own serious health condition that also constitutes a disability under the California's FEHA is separate and distinct from FEHA protections. If the employee cannot return to work at the expiration of the CFRA leave, the Company will engage the employee in the interactive process to determine whether an extension of the leave would be a reasonable accommodation under the FEHA.

FMLA Leave may be used for one of the following reasons:

- The birth, adoption or foster care of an employee's child within 12 months following birth or placement of the child (Bonding Leave);
- To care for an immediate family member (spouse, child, parent, and for CFRA Leave: registered domestic partner, child of a registered domestic partner, grandparent, grandchild, or sibling) with a serious health condition (Family Care Leave);
- An employee's inability to work because of a serious health condition (Serious Health Condition Leave);
- A qualifying exigency, as defined under the FMLA, arising from a spouse's, child's or parent's covered active duty as a member of the military reserves, National Guard or Armed Forces, or as defined under the CFRA, related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States (Qualifying Exigency Leave); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a covered servicemember (Military Caregiver Leave).

Definitions

“Child,” for purposes of Bonding Leave and Family Care Leave, means a biological, adopted, or foster child; a stepchild; a legal ward; or a child of a person standing *in loco parentis*, and for FMLA only, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability, at the time that FMLA Leave is to commence. “Child,” for purposes of Qualifying Exigency Leave and Military Caregiver Leave, means a biological, adopted or foster child; stepchild; legal ward; or a child for whom the person stood *in loco parentis*, and who is of any age.

“Parent,” for purposes of this policy, means a biological, adoptive, step, or foster father or mother, or any other individual who stood *in loco parentis* to the person. This term does not include parents-in-law. For Qualifying Exigency Leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.

“Covered Active Duty” means (a) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (b) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

“Covered Servicemember” means (a) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties; or (b) a person who, during the five years prior to the treatment necessitating the leave, served in the active military, Naval or Air Service, and who was discharged or released under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009, and March 8, 2013, is excluded.

“Spouse” means a husband or wife. Husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either (a) was entered into in a state that recognizes such marriages; or (b) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state. For purposes of CFRA leave, a spouse includes a registered domestic partner or same-sex partners in marriage.

“Key employee” means a salaried FMLA Leave eligible employee who is among the highest paid 10% of all the employees employed by the employer within 75 miles of the employee’s worksite at the time of the FMLA leave request.

“Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves either of the following:

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

“Serious injury or illness” in the case of a current member of the Armed Forces, National Guard, or Reserves is an injury or illness incurred by a covered servicemember in the line of duty on active duty (or that preexisted the member’s active duty and was aggravated by service in the line of duty on active duty) in the Armed Forces that may render them medically unfit to perform the duties of their office, grade, rank or rating. In the case of a covered veteran, “serious injury or illness” means an injury or illness that was incurred in the line of duty on active duty (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran.

“Qualifying exigency” for FMLA is defined by the Department of Labor and for CFRA is defined by the California Unemployment Insurance Code and generally includes events related to short-notice deployment, military ceremonies, support and assistance programs, changes in childcare, school activities, financial and legal arrangements, counseling, and post-deployment activities. Qualifying Exigency Leave may also be used to spend up to 15 days with military members who are on short-term, temporary, rest, and recuperation leave during their period of deployment.

Length of Leave

If the reason for leave is common to both the FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be 12 workweeks in any 12-month period. If the reason for leave is not common to both the FMLA and CFRA and, therefore, not running concurrently, then an eligible employee may be entitled to additional leave under applicable law.

The applicable “12-month period” utilized by the Company is a 12-month period measured forward from the start date of the employee’s first FMLA leave. Under this method the 12-month period is measured from the date the employee first uses any FMLA leave.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of 26 workweeks in a single 12-month period. A “single 12-month period” begins on the date of the employee’s first use of such leave and ends 12 months after that date.

If both spouses work for the Company and are eligible for leave under this policy, under the FMLA, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave, and/or Family Care Leave taken to care for a parent.

When CFRA leave is for the birth or placement of a child and both parents work for the Company, they will each be allowed up to 12 weeks of CFRA leave within 12 months of the child’s birth or placement.

To the extent required by law, leave beyond an employee’s FMLA Leave entitlement will be granted when the leave is necessitated by an employee’s work-related injury or illness, a pregnancy-related disability or a disability as defined under the Americans with Disabilities Act (“*ADA*”) and/or the Fair Employment and Housing Act (“*FEHA*”). When the reason for CFRA leave was the employee’s serious health condition, which also constitutes a ‘disability’ under the FEHA and the employee cannot return to work at the conclusion of the CFRA leave, the Company will engage in an interactive process to determine whether an extension of leave would constitute a reasonable accommodation under the FEHA.

Intermittent or Reduced Schedule Leave

Under some circumstances, employees may take FMLA Leave intermittently, which means taking leave in blocks of time or reducing the employee’s normal weekly or daily work schedule. An employee may take leave intermittently or on a reduced schedule whenever it is medically

necessary to care for the employee's child, parent, or spouse with a serious health condition or because the employee has a serious health condition. The medical necessity of the leave must be determined by the health care provider of the person with the serious health condition.

Intermittent or reduced schedule leave may also be taken for absences where the employee or 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 basis.

Leave taken intermittently may be taken in increments of no less than three days. 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 the Company's Human Resources Department prior to scheduling medical treatment. If FMLA 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 to be charged to the employee's CFRA entitlement.

CFRA leave for Bonding Leave does not have to be taken in one continuous period of time, but the minimum duration is two weeks. However, the Company will grant a request for CFRA leave lasting less than two weeks' twice during the 12-week period. Additional requests for Bonding Leave lasting less than two weeks may be directed to the Company's Human Resources Department 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. Bonding Leave must be concluded within one year of the birth or placement of the child.

If employees have been approved for intermittent leave and they request leave time that is unforeseeable, they must specifically reference either the qualifying reason for leave or the need for FMLA Leave at the time they call off.

Notice and Certification

- i. Bonding, Family Care, Serious Health Condition, and Military Caregiver Leave Requirements

Employees are required to provide the following:

- When the need for the leave is foreseeable, 30 days' advance notice or such notice as is both possible and practical if the leave must begin in fewer than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
- When the need for leave is not foreseeable, notice within the time prescribed by the Company's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to medical issues, a completed Certification of Health Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order, or invitational travel authorization may be submitted in lieu of a Certification of Health Care Provider form);
- Periodic recertification (as allowed by law); and
- Periodic reports during the leave.

In addition to other notice provisions, employees requesting leave for CFRA qualifying reasons must respond to any questions designed to determine whether an absence is potentially qualifying for leave under this policy. Failure to respond to permissible inquiries regarding the leave request may result in denial of CFRA leave protections. Similarly, an employee or the employee's spokesperson may be required to provide additional information needed to determine whether a requested leave qualifies for federal FMLA protections. An employee's failure to adequately explain the reason for the leave may result in the denial of federal FMLA protections.

Certification forms are available from the Company's Human Resources Department. At the Company's expense, the Company may require a second or third medical opinion regarding the employee's own serious health condition for federal FMLA purposes and, for CFRA purposes, the employee's own serious health condition or the serious health condition of an employee's family member. In limited cases, we may require a second or third opinion regarding the injury or illness of a covered servicemember. Employees are expected to cooperate with the Company in obtaining additional medical opinions that the Company may require.

When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the Company's operation. Please contact the Company's Human Resources Department prior to scheduling planned medical treatment.

If an employee does not produce the certification as requested, the FMLA leave will not be protected.

Recertification After Grant of Leave

In addition to the requirements listed above, if an employee's FMLA leave is certified, the Company may later require medical recertification in connection with an absence that the employee reports as qualifying for FMLA leave. For example, the Company may request

recertification if (a) the employee requests an extension of leave; (b) the circumstances of the employee's condition as described by the previous certification change significantly (e.g., employee absences deviate from the duration or frequency set forth in the previous certification; employee's condition becomes more severe than indicated in the original certification; employee encounters complications); or (c) the Company receives information that casts doubt upon the employee's stated reason for the absence. In addition, the Company may request recertification in connection with an absence after six months have passed since the employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the Company will be at the employee's expense.

In addition to the requirement listed above, a recertification under the CFRA may only be requested at the expiration of the time period in the original certification for time off for the employee's own serious health condition.

If an employee does not produce the recertification as requested, the leave will not be CFRA protected.

Qualifying Exigency Leave Requirements

Employees are required to provide the following:

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

Certification forms are available from the Company's Human Resources Department.

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.

Compensation During Leave

Generally, FMLA Leave is unpaid. However, employees may be eligible to receive benefits through state-sponsored programs or the Company's sponsored wage-replacement benefit programs. Employees may also choose to use accrued vacation and sick leave, to the extent permitted by law and the Company's policy. If employees elect to have wage-replacement benefits and accrued paid leave integrated, the integration will be arranged such that employees will receive no greater compensation than their regular compensation during this period. The Company may require employees to use accrued sick leave to cover some or all of a FMLA

Leave. However, the Company will only require employees to use accrued sick leave to cover some or all of a CFRA leave 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 FMLA Leave.

Benefits During Leave

The Company will continue making contributions to employees' group health benefits during their leave on the same terms as if the employees had continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Employees taking leave for a reason that is common to both FMLA and CFRA and, therefore, leave is running concurrently, will generally be provided with group health benefits for a 12-workweek period. When employees take leave for a reason that is not common to both the FMLA and CFRA and, therefore, leave is running consecutively, the Company will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period during each applicable leave. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, 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 FMLA Leave.

An employee's length of service will remain intact, but benefits such as vacation and sick leave may not accrue while on an unpaid FMLA Leave.

Job Reinstatement

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. If an employee becomes unqualified during 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 the employee is returning from CFRA leave for their own serious health condition. However, employees have no greater right to reinstatement than if they had been continuously employed rather than taken leave. For example, if an employee would have been laid off or their position would have been eliminated even if he or she had not gone on leave, then the employee will not be entitled to reinstatement. However, if an employee has been replaced or the employee's position was restructured to accommodate the employee absence, the employee is entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee is able to resume work. For an employee on intermittent or reduced schedule FMLA Leave, such a release may be required up to once every 30 days if reasonable safety concerns

exist regarding the employee's ability to perform their duties, based on the serious health condition for which the employee took the intermittent or reduced schedule leave.

For FMLA purposes only, key employees may be subject to reinstatement limitations in some circumstances. If employees are considered a key employee, those employees will be notified of the possible limitations on reinstatement at the time the employee requests a leave of absence, or when leave begins, if earlier.

Confidentiality

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

Fraudulent Use of FMLA Leave Prohibited

An employee who fraudulently obtains FMLA Leave from the Company is not protected by the FMLA's or 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.

Non-discrimination

The Company takes its FMLA Leave obligations very seriously and will not interfere with, restrain, or deny the exercise of any rights provided by the FMLA or the CFRA. The Company will not terminate or discriminate against any individual for opposing any practice or because of involvement in any proceeding related to the FMLA or CFRA. If an employee believes that their FMLA or CFRA rights have been violated in any way, the employee should immediately report the matter to the Company's Human Resources Department.

Additional Documentation

The Company's "Employee Rights and Responsibilities" notice provides additional details regarding employees' rights and responsibilities under the FMLA. Employees may obtain a copy of the "Employee Rights and Responsibilities" notice from the Company's Human Resources Department.

Employees should contact the Company's Human Resources Department as to any FMLA or CFRA questions they may have.

California Pregnancy Accommodation

Eligibility

All employees working in the State of California who are experiencing pregnancy, have given birth, or have a related medical condition are eligible to obtain reasonable accommodation under

this policy. Employees need not meet any minimum number of hours worked or length of service to be eligible for reasonable accommodations under this policy.

For purposes of this policy, “pregnancy” means a state in which it is medically advisable for employees to be transferred to an alternative, less strenuous work, be permitted pregnancy disability leave, or be otherwise reasonably accommodated because of pregnancy, childbirth, or other related medical conditions. For purposes of this policy, “related medical conditions” means any medically recognized mental or physical conditions relating to pregnancy, childbirth, the recovery therefrom, including lactation, severe morning sickness, gestational diabetes, pregnancy-caused hypertension, pre-eclampsia, post-partum depression, or the loss or end of pregnancy.

Reasonable Accommodations

Eligible employees are entitled to reasonable accommodations during their pregnancy, if they have given birth, or have a related medical condition, and the implementation of such reasonable accommodations is advised by the employee’s healthcare practitioner for the protection of the employee, their pregnancy, or others.

For purposes of this policy, “reasonable accommodations” may include, but are not limited to, the following:

- Providing more frequent, flexible, or longer breaks from work duties;
- Modifying eligible employees’ regular work schedules;
- Job restructuring;
- Lactation accommodations, including the provision of a secure, clean, private place, free of hazardous materials, nearby the eligible employee’s work area, other than a bathroom stall, with access to electricity, a place to sit, a sink with running water, and a refrigerator or alternative cooling device to keep cool expressed breast milk;
- Providing modified seating arrangements or permitting eligible employees to sit more frequently if an eligible employee’s role requires standing;
- Making required modifications to an eligible employee’s workstation, equipment, or device used in the performance of their job duties;
- Assigning eligible employees light-duty tasks, where available; or
- Temporarily transferring eligible employees to a less hazardous or strenuous position provided that the Company permits the same accommodations for otherwise temporarily disabled employees.

For purposes of this policy, “healthcare provider” means the employee’s licensed medical, or osteopathic, doctor who directly treats or supervises the treatment of the eligible employee’s pregnancy, childbirth, or a related medical condition; a licensed marriage and family therapist or

acupuncturist; and other persons capable of providing healthcare services, including nurse practitioners, nurse midwives, licensed midwives, clinical psychologists, clinical social workers, chiropractors, and physician assistants, .

The Company will grant an eligible employee's request for reasonable accommodations for medical needs arising from pregnancy, childbirth, or a related medical condition unless doing so will result in undue hardship on the Company's business operations or is otherwise prohibited by applicable law. For purposes of this policy, "undue hardship" means any action that requires significant difficulty or expense on the part of the Company. The Company will also not require an eligible employee to take leave under any applicable leave law or Company policy in circumstances where another reasonable accommodation may be provided to known limitations resulting from pregnancy, childbirth, or related medical conditions.

Full details regarding reasonable accommodations under this policy are available from an eligible employee's supervisor or the Company's Human Resources Department.

Continuation of Benefits

The Company will continue to assist eligible employees in paying, in full or in part, for any employee benefit plans, including life insurance, short-term, or long-term disability or accident insurance, pension plans, retirement plans, or supplemental unemployment benefit plans.

Notice Requirements

Eligible employees seeking a reasonable accommodation under this policy must provide their supervisor or the Company's Human Resources Department sufficient notice of need for accommodation to avoid any undue disruptions to the Company's normal business operations. For purposes of this policy "sufficient notice" means at least 30 days' advance verbal or written notice of the need for such reasonable accommodations if foreseeable, or as soon as practicable if the need is an emergency or unforeseeable. The Company will respond to employees' requests within 10 calendar days of submission thereof.

Certification Requirements

The Company may require eligible employees to provide their supervisor or the Company's Human Resources Department with verification from a healthcare professional to confirm eligible employees' need for or request for extension of reasonable accommodations related to a reduced work schedule, intermittent leave, job restructuring, the temporary transfer to a vacant position, or any reasonable accommodations requiring eligible employees' time away from work for pregnancy childbirth, or related medical conditions.

Such verifying documentation may be requested within two days of receiving employees' notice. Eligible employees may be required to provide their supervisor or the Company's Human Resources Department with such verifying documentation within 15 days of receiving a request. In emergency circumstances in which employees lack sufficient time to obtain requested documentation, and where the need for accommodation is unforeseeable, eligible employees must provide medical certification within the time requested by the Company, unless impracticable under the circumstances despite best efforts.

The Company will engage in a good faith interactive process with eligible employees while such verification is being obtained, seeking to determine whether the requested reasonable accommodations can be implemented without causing an undue hardship upon the Company.

For purposes of this policy, “verification from a healthcare professional” is any written confirmation from the eligible employee’s healthcare provider providing that it is medically advisable for the employee to be transferred, to be reasonably accommodated, or to take pregnancy disability leave.

Failure to provide requested, written medical certification may result in the delay any reasonable accommodation.

Prohibited Actions

The Company will not refuse to offer employment to, hire, or promote, a pregnant job applicant or applicant with a pregnancy-related condition because of pregnancy or a pregnancy-related condition if the applicant can perform the essential functions of the position with reasonable accommodations. The Company will further not express directly or indirectly any limitations, specifications, or discrimination against employees because of pregnancy or a pregnancy related condition by way of printing or circulating job advertisements or asking questions that are not work-related in job applications or interviews. The Company will not require an eligible employee to accept a specific accommodation, or to utilize disability, parental leave, or other leave in circumstances where another reasonable accommodation will enable the employee to perform the essential functions of their position without undue hardship.

Protected Rights

The Company will not retaliate against, discriminate against, or terminate the employment of employees exercising rights under this policy, including seeking to utilizing a reasonable accommodation due to pregnancy, childbirth, or related medical condition. Company employees working in the State of California have the right to be free from discrimination related to pregnancy or a condition related to the employee’s pregnancy, including the right to reasonable accommodations related to pregnancy. The Company will not interfere with, deny, restrain, or prevent employees from exercising rights to reasonable accommodations under this policy. Employees who believe that their rights under this policy have been violated should immediately contact their supervisor or the Company’s Human Resources Department.

Reproductive Loss Leave

The Company provides employee up to five days of reproductive loss leave following a reproductive loss event. If an employee experiences more than one reproductive loss event within a 12-month period, the Company will grant leave up to 20 days within a 12-month period. To be eligible for leave an employee must be employed by the employer for at least 30 days prior to the commencement of the leave.

Definitions

“Reproductive loss event” means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

“Failed adoption” means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been completed.

“Failed surrogacy” means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a person who would have been a parent of a child born as a result of the surrogacy.

“Miscarriage” means a miscarriage by a person, by the person’s current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.

“Stillbirth” means a stillbirth resulting from a person’s pregnancy, the pregnancy of a person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.

“Unsuccessful assisted reproduction” means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

Leave Timing

An employee may take reproductive loss leave nonconsecutively.

Generally, reproductive loss leave must be completed within three months of the reproductive loss event. However, if prior to or immediately following a reproductive loss event, an employee is on or chooses to go on leave from work pursuant to disability by pregnancy, childbirth, or a related medical condition, family and medical leave, or any other leave entitlement under state or federal law, the employee must complete their reproductive loss leave within three months of the end date of the other leave.

Compensation

Reproductive loss leave is unpaid. However, an employee may use available sick leave, or compensatory time off that is otherwise available to the employee.

Confidentiality

The Company will maintain the confidentiality of any employee requesting leave under California’s reproductive loss leave law. Any information provided to the employer pursuant California’s reproductive loss leave law will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

Non-discrimination

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. Likewise, the Company will not retaliate against an individual, including, but not limited to, refusing to hire, discharging, demoting, fining, suspending, expelling, or discriminating against, an individual because of either of the following:

- (1) An individual's exercise of the right to reproductive loss leave.
- (2) An individual's giving 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.

School or Child Care Activities Leave

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

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

"Parent" for purposes of this policy includes parent, guardian, stepparent, foster parent, grandparent, and persons who stand in place of a parent to a child.

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

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

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

The Company may require employees to provide documentation from the school or child care provider verifying that the employee participated in the school or childcare activity, including the date and time of the activity.

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

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

School Discipline Leave

Employees who are the parent or custodial guardian of a child in kindergarten or grades one through 12 may take time off to attend a portion of a school day in the classroom of their child if the child has been suspended and the teacher requires the parent to do so.

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

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

Employees choosing to take such leave may utilize their existing vacation time or other accrued paid time off.

School visits for other purposes may be covered under the Company's School or Child Care Activities Leave 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 the Company for at least 90 continuous days prior to the start of their leave.

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

Employees may use all available accrued sick concurrently with this time off. If an employee does not have enough earned sick time to cover the leave period, the remaining days of leave will be paid by the Company. Use of this leave will not be counted against any available leave under the federal FMLA or the CFRA, if applicable. Leave under this policy is also not considered a break in service for purposes of, salary adjustments, sick leave, annual leave, or seniority.

While on bone marrow donor leave, the Company 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 the employee 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.

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

Organ Donor Leave

Eligible employees who undergo a medically necessary procedure to donate an organ to another person will be provided with up to 30 workdays off, without a loss in pay, and an additional 30 workdays off without pay, in any one-year period. For purposes of this policy, a "one-year period" means 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 60 days in any one-year period.

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

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

Employees must use all available accrued sick concurrently with this time off for up to two weeks of the 30-workday paid leave period. If an employee does not have enough earned sick time to cover the two-week period, then any remaining days of paid leave will be paid by the Company, up to 30 workdays. Should the employee require more than 30 workdays off in accordance to this policy, the employee is also eligible for an additional 30 workdays off without compensation. Use of this leave will not be counted against any available leave under the federal FMLA or the CFRA, if applicable. Leave under this policy is also not considered a break in service for purposes of, salary adjustments, sick leave, annual leave, or seniority.

While on organ donor leave, the Company will maintain all group health insurance benefits as if the employee was still at work. In most circumstances, an employee upon return from this leave 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 the employee 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 is not be entitled to reinstatement.

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

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 or registered domestic partner is on leave from deployment as a member of: (a) 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 (b) 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 where the Governor or the President of the United States has ordered to active duty a member of the Reserves.

Employees must provide the Company 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. The Company may also request that employees submit written documentation certifying that their spouse or registered domestic partner will be on military leave from deployment during the time of the requested leave.

Eligible employees may use all available accrued paid leave, such as vacation and paid time off, during a period of unpaid family military leave. Leave taken under this policy will not affect an employee’s right to any other benefits.

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

Federal Military Leave

Federal law provides employees with the right to take leave in order to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act (“*USERRA*”). This policy discusses military leave under USERRA.

State laws also provides an employee with rights to take military leave. If the employee works in a state that provides rights in addition to those provided under USERRA, the Company will provide those rights. If an employee plans to request leave based on military service, they should contact supervisor or the Company’s Human Resources Department for information on any additional rights or requirements, if applicable.

Eligibility

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

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

Notice Requirements

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

Compensation and Benefits During Leave

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

Reinstatement

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

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

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

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

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

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

Vacation benefits do not continue to accrue during a military leave of absence. An employee returning from military leave is entitled to any unused, accrued vacation benefits the employee

had at the time the military leave began minus any vacation benefits the employee chose to use during the leave. Upon reinstatement, the employee will begin to accrue vacation benefits at the rate they would have attained if no military leave had been taken.

California Military Leave

Inactive Duty

Eligible employees who are duly qualified members of the U.S. armed forces' Reserve Corps, National Guard, Naval Militia, or California State Military Reserve may take up to 15 days of unpaid leave to engage in their military duty for purposes of military training, drills, unit training assemblies, or similar inactive duty training. An employee requesting leave under this policy must provide their supervisor or the Company's Human Resources Department with advance notice in writing of their need to apply for leave under this policy.

The eligible employee will, upon their return to work, provide the Company with satisfactory evidence of the completion of their service. Eligible employees will be reinstated to their previous position or a similar position with the same seniority, status, pay, or other benefits upon their return from leave.

The Company shall not discriminate against eligible employees because of their membership in any branch of the state or federal armed services.

Active Duty

Eligible employees who are duly qualified members of the U.S. armed forces' Reserve Corps, National Guard, Naval Militia, or California State Military Reserve may take a temporary leave of absence while engaged in military duty that is ordered for purposes of military training, drills, encampment, naval cruises, special exercises, or similar activities. The amount of required leave shall not exceed 17 calendar days per calendar year, including time involved in going to and returning from such duty.

The eligible employee requesting leave under this policy must provide the Company advance notice in writing of their need to apply for leave under this policy as soon as practicable to prevent disruptions to the Company's operations.

The eligible employee will, upon their return to work, provide the Company with satisfactory evidence of the completion of their service.

Eligible employees will be reinstated to their previous position or a similar position with the same seniority, status, pay, or other benefits upon their return from leave. The Company shall not discharge reinstated employees following a period of military leave from their position without cause for one year after reinstating them to their position with the Company.

Continued Benefits

The Company shall not restrict or terminate collateral benefits for eligible employees under this policy because they are incapacitated for up to 52 weeks in association with their duties

performed in the U.S. armed forces' Reserve Corps, National Guard, Naval Militia, or California State Military Reserve. Collateral benefits include health insurance, which can be continued at an eligible employees' expense; life or disability insurance; and seniority status.

Protected Rights

Eligible employees who take time off consistent with this policy and are members of the California or U.S., military or naval forces will be protected from discipline, including interference with, restraint, or denial any rights under this policy; discharge, fines, suspension, expulsion, or discrimination for opposing unlawful practices or exercising their rights under the provisions of this policy; discrimination because of military status; or other hindrance or prevention of use of military leave provided under this policy.

Military Spousal Leave

The Company will provide all employees working in the State of California who work an average of 20 or more hours per week for the Company with up to 10 days of leave if their spouse is a member of the U.S. armed forces, National Guard, or Reserves who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the U.S. President. Leave provided under this policy may be unpaid, except exempt employees shall not incur a reduction, where prohibited by applicable law.

Eligible employees seeking to take spousal military leave under this policy must notify the Company of their intent to do so within two business days after receiving official notice of their spouse's leave from deployment. Eligible employees must provide such notice in writing along with written documentation to their supervisor or the Company's Human Resources Department that their spouse will be on leave from deployment during the requested leave period in advance.

Emergency Responder Leave

Eligibility

The Company supports employees who volunteer to assist others in an emergency. An employee who has been employed by the Company for 90 days, and who is a certified volunteer firefighter, reserve peace officer, or emergency rescue personnel may take up to 14 days unpaid leave in a calendar year to perform emergency duties as volunteer firefighters, reserve peace officers, or emergency rescue personnel or engage in fire, law enforcement, or emergency rescue training.

For purposes of this policy, "emergency rescue personnel" means any employee acting in their capacity as a member of a volunteer fire department, fire protection agency, firefighting agency, a public or municipal corporation or political subdivision of the State, a sheriff's, police, or private fire department, or a disaster medical response entity or requested by the state of California.

For purposes of this policy, "volunteer firefighters" are persons 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, city and county, or district in which the department is located, or an unincorporated town.

Notice Requirements

Eligible employees should provide the Company as much advance notice as possible regarding their intended dates for emergency services leave. Specifically, employees seeking leave under this policy should provide written notice to their supervisor or the Company's Human Resource Department to avoid disruption to the Company's operations.

Certification Requirements

The Company may, in its sole discretion, require eligible employees seeking leave under this policy to provide their supervisor or the Company's Human Resources Department documentation as proof that they are duly qualified members of a volunteer emergency medical service provider, reserve peace officers, emergency rescue personnel, or volunteer firefighters who may be called away from work to respond to an emergency.

Protected Rights

The Company will not retaliate against or otherwise tolerate unlawful discrimination against eligible employees for taking leave to perform emergency duties as set forth in this policy, including services performed as volunteer firefighters, reserve peace officers, or emergency rescue personnel, or to participate in fire, law enforcement, or emergency rescue training. The Company will not terminate, threaten to terminate, demote, or suspend the employment of eligible employees or otherwise discriminate against them in terms or conditions of employment for taking leave or exercising rights set forth under this policy.

Civil Air Patrol Leave

Eligibility

The Company will grant all employees working in the State of California who are volunteer members of the California Civil Air Patrol, are called to an emergency operational mission, and have been employed by the Company for at least 90 days, up to 10 days of leave in a 12-month period to respond to an emergency operational mission of the California Wing of the Civil Air Patrol. Leave provided under this policy may be unpaid, except exempt employees will not incur a reduction in compensation due to Civil Air Patrol leave where prohibited by applicable law. Eligible employees will be limited to three days leave per operation, unless an extension is authorized by the government entity that called for the mission and is approved by the Company.

Notice Requirements

Where possible, eligible employees must provide their supervisor or the Human Resources Department with reasonable notice in advance of taking any time off necessary to respond to an emergency operational mission of the California Wing of the Civil Air Patrol.

Certification Requirements

The Company may request an eligible employee to provide certification from a proper Civil Air Patrol authority to verify their eligibility for the leave requested. The Company may, in its

discretion, deny the leave requested under this policy if an employee fails to provide the required certification.

Reinstatement

Eligible employees who take Civil Air Patrol leave will be reinstated to their previous position or an equivalent position with the same seniority status, benefits, pay, other benefits, and other terms and conditions of employment. The Company may, however, refuse to reinstate an eligible employee seeking leave under this policy for lawful reasons unrelated to their rights under this policy.

Protected Rights

The Company will not discipline or make any adverse employment decision with respect to eligible employees for taking leave consistent with this policy, including interfering with, restraining, or denying the exercise of, or attempts to exercise, any rights under this policy; discharging, fining, suspending, expelling, disciplining, or otherwise discriminating against employees for opposing unlawful practices or exercising their rights under the provisions of this policy; discriminating against anyone or discharging employees because they are members of the Civil Air Patrol; or otherwise hindering or preventing eligible employees from taking Civil Air Patrol leave as permitted under this policy.

Jury Duty Leave

The Company will grant all exempt and non-exempt employees working in the State of California who are called to court to serve on an inquest or trial jury as required by applicable law leave necessary to fulfill duties as a juror or prospective juror.

Leave under this policy is unpaid to the extent permitted by applicable law, except exempt employees will not incur any reduction in pay for a partial week of absence due to jury duty. Eligible employees may use and exhaust any accrued personal leave, vacation leave, or compensatory leave to the extent available, provided the terms of a valid collective bargaining agreement do not otherwise prohibit such use. Eligible employee rights to leave may not be denied or otherwise diminished by the terms of a valid collective bargaining agreement.

Notice Requirements

Eligible employees seeking leave under this policy must provide their supervisor or the Company's Human Resources Department with reasonable, advance notice of their obligation to serve on an inquest or trial jury and their need for jury duty leave.

Certification Requirements

The Company may, in its sole discretion, require eligible employees seeking leave under this policy to provide their supervisor or the Company's Human Resources Department with documentation demonstrating the obligation to serve on an inquest or trial jury.

Protected Rights

The Company will not take any action to retaliate against an eligible employee for exercising rights to jury duty leave under this policy, including terminating employment, threatening to terminate employment, demoting, suspending, and/or otherwise discriminating against eligible employees with respect to the terms and conditions of employment for jury service or prospective jury service.

Court Attendance Leave

The Company will grant all exempt and non-exempt employees working in the State of California leave necessary to comply with a subpoena or other order of a court of competent jurisdiction to appear in court and/or serve as a witness.

Leave under this policy is unpaid to the extent permitted by applicable law, except exempt employees will not incur any reduction in pay for a partial week of absence due to witness duty. Eligible employees may use and exhaust any accrued personal leave, vacation leave, or compensatory leave available, provided the terms of a valid collective bargaining agreement does not other prohibit such use.

Notice Requirements

Eligible employees seeking leave under this policy must provide their supervisor or the Company's Human Resources Department with reasonable, advance notice that they will require leave under this policy.

Protected Rights

The Company will not take any action to retaliate against an eligible employee for exercising rights jury duty leave under this policy, including terminating employment, threatening to terminate employment, demoting, suspending, and/or otherwise discriminating against eligible employees with respect to the terms and conditions of employment for taking court attendance leave.

Domestic Violence, Sexual Assault, or Stalking Victim Leave

The Company will provide time off to any employee or an employee's family member who is a victim of a qualifying act of violence ("QAV") so that the employee may obtain or attempt to obtain relief and to help ensure the health, safety or welfare of the employee or the employee's child. "Relief" includes, but is not limited to, a temporary restraining order, restraining order or other injunctive relief. Employees should give the Company reasonable notice of the need for leave, unless advance notice is not feasible. The Company also may require the employee to provide written verification of the need for the time off.

Additionally, an employee who is a victim of a qualifying act of violence may take time off for any of the following reasons:

- seek, obtain, or assist a family member to obtain medical attention for or to recover from injuries caused by the QAV;
- seek, obtain, or assist a family member to obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency;
- obtain or attempt to obtain any relief for a family member, including temporary restraining orders, restraining orders, or other injunctive relief to ensure the health, safety, or welfare of the family member of the victim;
- participate in safety planning or other actions to increase safety from future QAVs;
- seek, obtain, or assist a family member to obtain psychological counseling or mental health services related to a QAV;
- relocate or engage in the process of securing a new residence along with related activities due to a QAV (securing housing, enrolling children in new school/child care, etc.);
- provide care for a family member in their recovery from injuries caused by a QAV;
- seek, obtain, or assist a family member to obtain civil or criminal legal services related to a QAV;
- prepare for, participate in, or attend any civil, administrative, or criminal legal proceedings related to a QAV; or
- seek, obtain, or provide care for a child or a care-dependent adult that is necessary to ensure their safety as a result of a QAV.

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

Employees may use accrued sick time off 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 Domestic Violence, Sexual Assault or Stalking policy and should consult that policy and/or 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, harass or retaliate against any employee because the individual is, or is perceived to be, a victim of domestic violence, sexual assault or stalking or takes or requests leave in accordance with this policy.

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

Crime Victim Leave

Eligibility

The Company provides all employees working in the State of California who are the victim of certain crimes committed, or whose immediate family member, registered domestic partner, or child is the victim of certain crimes necessary leave to attend related judicial proceedings where the employee's attendance is reasonably necessary to protect a victim or to appear in court to be heard at any proceeding in response to a subpoena or request from a prosecuting attorney, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the victim is at issue involving certain serious criminal offenses. Leave under this policy will be unpaid to the extent permitted by applicable law, except exempt employees will not incur a reduction in compensation for leave taken under this policy. Eligible non-exempt employees may also utilize any accrued benefits, such as existing accrued paid time off, in order to receive compensation during leave taken under this policy.

For purposes of this policy, "immediate family member" means an eligible employee's spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

For the purposes of this policy involving serious criminal offenses, "victim" of a crime 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. Victim also includes an employee's spouse, parent, child, sibling, or guardian.

Notice Requirements

Eligible employee who anticipate absence from work for any of the purposes described herein resulting from what they believe to be a serious criminal offense should contact their supervisor or the Company's Human Resources Department to review their request.

Before an eligible employee may be absent from work for the purposes outlined herein, they must provide their supervisor or the Company's Human Resources Department with a copy of any applicable notice of scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible. In the event that an unscheduled judicial proceeding occurs, which requires your immediate absence, please alert your supervisor before leaving Company premises.

Certification Requirements

The Company may require that eligible employees provide verification to their supervisor or the Company's Human Resources Department that the absence from work was due to attendance at the unscheduled judicial proceeding. The types of verification the Company may require for an unscheduled judicial processing include documentation evidencing the judicial proceeding from any of the following entities: the court or government agency setting the hearing; the district attorney or prosecuting attorney's office; or the victim/witness office that is advocating on behalf of the victim.

If an employee must take an unscheduled absence due to victimization from a serious criminal offense, the employee must provide the Company with 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, or documentation from a medical professional, domestic violence advocate 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

To the extent feasible and permitted by law, the Company will maintain the confidentiality of the identity of any eligible employee requesting leave under this policy, including all supporting documentation provided by an eligible employee associated with certifying leave taken under this policy.

Protected Rights

The Company will take no action to discriminate or retaliate against eligible employees who are crime victims for exercising rights to leave under this policy, including employment termination, demotion, or suspension of employment with the Company. or retaliate against them in terms or conditions of employment.

Leave To Attend Judicial Proceedings Related to Certain Crimes

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

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

Before an employee may be absent from work to attend a judicial proceeding, the employee must give the employer a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee must provide within reasonable time documentation evidencing the judicial proceeding from (a) the

court or government agency setting the hearing; (b) the district attorney or prosecuting attorney's office; or (c) the victim/witness office that is advocating on behalf of the victim.

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

Employees may use accrued benefits, such as vacation time or sick leave, in order to receive compensation during the time taken off from work.

Leave to Attend Court Proceedings for Serious Crimes

The Company 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 the Company 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 the Company 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 any 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.

The Company will maintain confidentiality of the situation, including an employee's request for the time off, to the greatest extent possible.

Employees may use accrued benefits, such as vacation time or sick leave, in order to receive compensation during the time taken off from work.

Time Off to Vote

The Company will grant all employees working in the State of California who are registered voters under the California Elections Code with leave to vote in any statewide election, including a primary election, during their regularly scheduled workday if the eligible employee lacks sufficient time to vote during non-working hours. Specifically, eligible employees may take an amount of leave that, collectively with the amount of voting time while polls are open available to them, permits the eligible employee to vote. Voting leave may only be taken at the beginning

or end of an eligible employee's shift, whichever allows for more time to vote between the opening and closing of the election polls. The Company and an eligible employee may mutually agree to an alternative time for leave under this policy.

Exempt employees will not incur a reduction in compensation for leave taken under this policy. For non-exempt, eligible employees, leave taken under this policy will be paid at the non-exempt employee's regular rate of pay, up to a maximum of two hours including leave taken beyond two hours. Leave taken under this policy by non-exempt employees beyond two hours will be unpaid to the extent permitted by applicable law with respect to any statewide election.

Notice Requirements

Eligible employees seeking leave under this policy must provide their supervisor or the Company's Human Resources Department with at least two workdays' advance notice of need to take leave under this policy, if on the third workday in advance of an election the eligible employee has knowledge of or has reason to believe they will require voting leave to cast a ballot on election day.

Protected Rights

The Company may in its discretion encourage employees working the State of California to vote in any statewide election. However, the Company will not require employees to bring their vote-by-mail ballot to the workplace, or to otherwise vote through said ballot at work, or during working hours. The Company will not take any action to influence an eligible employee's vote in any statewide election, whether directly or indirectly, through intimidation, or threatening to terminate the employment of eligible employees. The Company will take no action to bribe or otherwise coerce employees to vote, refrain from voting, or to vote or refrain from voting for a particular candidate in a statewide election. The Company will not pay employees in envelopes marked with or enclosing a political motto, device, or argument containing express or implied threats intended to impact the political thoughts, opinions, or actions of eligible employees.

Election Officer Leave

The Company will grant any employee working in the State of California duly appointed as an election officer leave for the purposes of serving as an election official in a statewide election on election day. Leave under this policy may be unpaid, except for exempt employees who will not incur any reduction in pay for a partial week of absence due to election official leave. The Company will not discipline or terminate the employment of any eligible employee for an absence from work for the purposes of serving as an election official.

Notice Requirements

Eligible employees seeking leave under this policy should provide their supervisor or the Company's Human Resources Department with notice, including documentation of appointment as an election official as soon as practicable in advance of election day to avoid undue disruptions to the Company's business operations.

Protected Rights

The Company will not in any way retaliate, discipline, or otherwise discriminate against employees for exercising rights to election official leave under this policy.

Holidays

Due to the nature of our business, it is possible you may be required to work an assignment that falls on a holiday. Non-exempt employees will receive pay at time and a half of their regular rate of pay when scheduled to work on the following holidays observed by the Company: New Year's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Eve after 3pm, Christmas Day, New and New Years's Eve after 3pm. No holiday pay will be paid to an employee who is on an unpaid status, on a continuous leave of absence, or not assigned to work on a holiday. Holidays do not count as hours worked for purposes of determining overtime.

Exempt employees paid a weekly salary will receive no more than their normal weekly salary for any week in which a holiday falls irrespective of whether they perform work on the holiday.

Sick Leave

The Company will comply with federal, state and local laws with regard to providing paid sick leave.

Paid Sick Time

The Company provides paid sick time to eligible employees in compliance with California's Healthy Workplaces Healthy Families Act ("*HWHFA*").

Eligibility

Employees (including full-time, part-time, and temporary employees) become eligible for paid sick time once they have worked in California for the Company for 30 days within a year from the start of employment with the Company.

Employees may begin to use their accrued time beginning on their 90th day of employment. Employees who have been employed by the Company for at least 90 days prior to becoming eligible to accrue paid sick time may use such leave immediately upon accrual.

Annual Accrual of Paid Sick Time

Eligible employees begin to accrue paid sick time on July 1, 2015, or upon the first day of employment, whichever is later.

Paid sick time accrues at a rate of one (1) hour for every 30 hours worked, up to a maximum accrual cap of 80 hours or the equivalent of 10 workdays (based on the employee's work schedule), whichever is greater. The number of hours a nonexempt employee is deemed to work each week will be based on time records and includes all hours worked, including overtime hours. Exempt employees are assumed to work 40 hours per workweek, unless their normal

workweek is fewer than 40 hours per week, in which case accrued paid sick time is based upon that normal workweek. Once the maximum accrual cap is reached, employees will not accrue additional paid sick time until their accrual balance falls below the cap.

Paid sick time may be used in increments of two hours or greater to cover all or just part of a workday.

An employee's use of paid sick time is limited to 40 hours or the equivalent of five workdays (based on the employee's work schedule), whichever is greater, per a regular 12-month period.

Employees will not accrue paid sick time during unpaid leaves of absence. Employees are not required to find an employee to cover their work when they take paid sick time.

Reasons Sick Time May be Used

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

- For diagnosis, care or treatment of an existing medical condition; or
- For preventive care;
- For the reasons listed under the Company's Bereavement Leave Policy;
- Employees may also use paid sick time if the employee is a victim of domestic violence, sexual assault or stalking and time off is needed to:
 - Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim or the victim's child;
 - Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
 - Obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault, or stalking;
 - Obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
 - Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

For purposes of this policy, "qualifying family members" include a:

- Spouse;

- Biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands *in loco parentis* regardless of age or dependency status;
- Biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner or a person who stood *in loco parentis* when the employee was a minor child;
- Sibling;
- Grandparent or grandchild;
- Registered domestic partner (as defined by state or local law), as well as the child or parent of a registered domestic partner; and
- Other person designated or identified by the employee at the time the employee requests to take Sick Time (such designated person need not be related to the employee by blood or equal to a family relationship; employees may identify one designated person under this policy per 12-month period).

The definition of “child” applies irrespective of a child’s age or dependency status.

Requesting Paid Sick Time

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

Rate of Pay for Sick Time

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

Carryover

Accrued but unused paid sick time will carry over from year to year.

Separation from Employment

Compensation for accrued and unused sick time is not provided upon separation from employment for any reason. If an employee is rehired by the Company within 12 months of separation from employment, previously accrued but unused sick time will immediately be

reinstated up to the maximum of 80 hours or the equivalent of ten days per the employee's previous work schedule. Rehired employees will be allowed immediate use of this time and to accrue additional paid sick days upon rehiring, consistent with the use and accrual limitations of this policy.

Confidentiality

The Company will keep confidential the health information of the employee or employee's covered family member, as well as information related to domestic violence perpetrated against or sexual assault of the employee or employee's covered family member. Such information will not be disclosed except to the affected employee or as required by law.

Effect on Other Rights and Policies

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

No Discrimination or Retaliation

The Company prohibits discrimination and/or retaliation against employees who request or use paid sick and safe time for authorized circumstances or for making a complaint or informing a person about a suspected violation of this policy. Likewise, the Company prohibits discrimination and/or retaliation for cooperating with city or state officials in investigating claimed violations of any paid sick leave law (including the HWHFA), cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation, opposing any policy or practice that is prohibited by any paid sick leave law, or informing any person of their potential rights under the law.

Family Temporary Disability Leave Insurance

All employees working in the State of California are covered by California's Paid Family Leave ("**California PFL**") benefit. The PFL fund is administered by the California Employment Development Department ("**EDD**"), not the Company, which means that employees must apply to the EDD to receive this benefit. Employees may be eligible for up to eight weeks of state-provided PFL insurance benefits when they are approved to take time off for one of the following reasons:

1. For the birth or placement of a child, as defined by the PFL law, for adoption or foster care within one year of the birth, or placement of the child; or
2. To care for an immediate family member (spouse, registered domestic partner, child, or parent, as defined by the PFL law) who is seriously ill and requires care; or

3. For participating in a qualifying exigency related to the covered active duty or call to covered active duty of the individual's spouse, domestic partner, child, or parent in the 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 the Company's Human Resources Department and comply with applicable eligibility, notice, and certification requirements when required by state or federal law.

The weekly benefit amount is generally 60 or 70 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 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 CFRA and the federal Family and Medical Leave Act. Employees may use any accrued but unused sick leave prior to receiving PFL benefits.

PFL benefits will be coordinated with an otherwise authorized leave of absence. In such circumstances, the use of PFL benefits and/or paid time off during the leave period will not extend the length of the leave beyond what is required by applicable law and/or allowed Company policy. As noted, PFL does not provide any right to leave in the first instance—it only provides paid benefits if such leave is granted. Employer-provided benefits do not accrue during any leave of absence unless otherwise required by law or by applicable Company policies.

Individuals are not eligible for benefits if any of the following apply:

- individual has received, or is entitled to receive, unemployment compensation benefits or under an unemployment compensation act of any other state or of the federal government;
- individual has received, or is entitled to receive, "other benefits" in the form of cash benefits;
- individual has received, or is entitled to receive, state disability insurance benefits under a disability insurance act of any state; or

another family member is ready, willing, and able and available for the same period of time that individual is providing care.

Workers' Compensation

The Company will grant employees workers' compensation disability leave in accordance with state law if the employee incurs an occupational illness or injury. As an alternative, the Company may offer employees modified work. Leave taken under the Workers' Compensation Leave

Policy runs concurrently with family and medical leave (if the employee qualifies for such leave) under both federal and state law.

Employees must report all accidents, injuries, and illnesses, no matter how minor, to their immediate supervisor.

Reporting Work-Related Injury or Illness

Employees who sustain a work-related injury or illness should inform their immediate supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage.

Leaves of Absence/Accommodation

Employees who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the Company's leaves of absence or reasonable accommodation policies. Employees should consult with the Company's Human Resources Department for additional information.

Return to Work

Employees who are ready to return to work following a workers' compensation-related leave of absence must supply a certification from a health care provider confirming the employee's ability to return to work.

Fraud

The Company will notify the workers' compensation insurance company if the Company has reason to believe an employee has supplied false or misleading information in connection with a claim and/or has filed a fraudulent claim. Workers' compensation fraud is a crime and may also be grounds for disciplinary action, up to and including termination of employment.

GUIDELINES OF EMPLOYMENT

Attendance and Punctuality

Employees are expected to be regular in attendance and to be punctual. If employees are absent, their work generally must be performed by others or go undone. To limit problems caused by employees' unapproved absences, the Company has adopted the following policy.

Employees are expected to report to work as scheduled, be on time and be prepared to start work. Employees are also expected to remain at work for their entire work schedule, or when required to leave on authorized Company business or other authorized reason. Unapproved late arrivals, early departures or other absences from scheduled hours are disruptive and must be avoided.

If an employee is unable to report for work on any particular day, they must call their immediate supervisor at least six hour in advance of the time the employee is scheduled to begin working for that day (unless it is impossible to do so, in which case the employee must call as soon as

possible thereafter). Employees who need to leave early must notify their supervisor as soon as they learn that they will not be able to complete their scheduled shift. The Company may inquire about the general reason for an absence, tardiness, or early departure. Unless extenuating circumstances exist, employees must call in on each and every scheduled day on which they will not report to work, unless they are on an approved leave of absence.

Excessive absenteeism or tardiness may result in disciplinary action up to and including employment termination, unless the absence or tardiness is excused or approved. The following are examples of types of time off that will not be considered grounds for disciplinary action under this policy:

- Time off that was previously approved, including vacation;
- Paid sick and safe time provided under a mandatory sick and safe time leave law;
- Approved state and federal leaves of absence, including but not limited to jury duty leave, military leave, leave protected under the federal FMLA or similar state laws, and time off or leave specifically approved by the Company as an accommodation under the federal ADA or similar state laws; and/or
- Time off due to a work-related injury that is covered by workers' compensation.

Each situation of absenteeism, tardiness, or early departure will be evaluated on a case-by-case basis. Even one unexcused absence or tardiness may be considered excessive, depending upon the circumstances. However, the Company will not subject employees to disciplinary or any other adverse action under this policy for an absence, tardiness or early departure for which discipline may not be imposed under applicable law, including an absence, tardiness or early departure that is the result of an Emergency Condition. Emergency Condition is defined by law to include (1) conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; or (2) an order to evacuate a workplace, a worksite, a worker's home, or the school of a worker's child due to natural disaster or a criminal act. Emergency condition does not include a health pandemic. If the employee has a reasonable belief that the workplace is unsafe and that an absence, tardiness, or early departure is (or should be) excused pursuant to applicable law, the employee should notify their manager of this fact prior to the absence, tardiness, or early departure if possible, or if not, as soon as possible after the absence, tardiness, or early departure. (For the required timing of an employee's notice of the need for a foreseeable leave of absence, see the applicable leave policy). The Company will not prohibit employees from accessing their mobile device or other communications device during an Emergency Condition for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to confirm their safety.

If an employee believes they have mistakenly been subject to disciplinary action for an absence, tardiness, or early departure that the employee believes is or should be excused/approved, the employee should promptly discuss the matter with the Company's Human Resources Department. The Company will investigate the situation and any errors will be corrected.

Employees who fail to report for work without any notification to their supervisor and whose absence continues for a period of three days (No Call / No Show) will be considered to have abandoned and voluntarily terminated their employment, absent extraordinary circumstances.

Cancellations

The following guidelines are Right at Home policies on cancellations. It is also a reminder of your responsibilities to us and your commitment to your client.

You are an important part of the Right at Home team. We make every effort to give you the specific days and hours you request. You have the right to refuse any assignment offered to you. **However, when you accept an assignment, we consider that a commitment on your part, to be there on time, appropriately dressed, and ready to do the best job you can.**

When you cancel an assignment, it must be done personally (we do not accept a cancellation from anyone but you), and according to the following policies:

1. If you must cancel an assignment we require **advanced notice of six hours.**
2. You must speak **directly to someone in the office**, not the message center.
3. No notice of cancellation “No Call/No Show” will result in immediate termination of employment.
4. Any abandonment of shift will result in immediate termination and further disciplinary action from the State of California.
5. We require proof of cancellation, such as receipt of doctor visits, court appearances, auto repair bills, etc. This is so we can have the necessary documentation on file when we call the client.
6. We realize that on a rare occasion there may be extenuating circumstances involved with a last minute cancellation. In this case, the circumstances will be evaluated on an individual basis by the manager.
7. Three cancellations, complaints or broken policies occurring within a two month period, may result in the employee being terminated or placed on a Performance Improvement Plan (PIP).
8. If you are absent without approval for three or more days and have not contacted the office Right at Home **will assume that you have voluntarily terminated your employment.**

It is your responsibility as an associate of Right at Home to adhere to the above policy. If you have questions regarding the policy, please feel free to ask for clarification.

Scheduling and Availability

Employee caregivers working in the State of California are required to update the Company when their availability changes with a minimum of one week (7 days) notice. Additionally,

Employee caregivers are required to give the Company a minimum of one week (7 days) notice for all requests for time off.

We will contact you regarding clients based on the most current information we have on file for you. Any changes to your available days, times and preferred duties, should be called in to the office prior to when the change need to occurs. If your availability changes without notice, you may be subject to disciplinary action.

The Company understands that employee caregivers may not be able to work each shift the Company contacts them about. However, if during any 30-day period, an employee refuses suitable work, the Company will consider the employee to have voluntarily resigned their position. For purposes of this policy, “suitable work” is defined as an assignment that meets an employee’s most recent availability and client preferences.

Each employee caregiver is required to maintain contact with their applicable office on a monthly basis. Because of the nature of the Company’s business, the Company cannot guarantee an employee any amount of hours. There may be times when no work is available. During those times, employee caregivers are required to contact their office every five days following the date of their last assignment. If an employee fails to maintain contact within 30 days following their last assignment, the Company will consider that employee to have voluntarily resigned their position. The following are examples of types of time off that will not be considered grounds for disciplinary action under this policy:

- Time off that was previously approved;
- Paid sick, if applicable, provided under a mandatory sick leave law;
- Approved state and federal leaves of absence, including but not limited to, jury duty leave, military leave, leave protected under the FMLA, and time off or leave specifically approved by the Company as an accommodation under the Americans with Disabilities Act or similar state laws; and/or
- Time off due to a work-related injury that is covered by workers’ compensation.

Work Assignments

The Company reserves the right to assign employee caregivers to a client based on availability, reliability, and compatibility. The Company goes to great efforts to properly match the employee caregiver to the client based on personalities and interests.

The Company cannot guarantee employment based on the location of a client or the number of work hours available. The Company cannot guarantee full time (40 hours per week) hours. When serving any client the assignment is considered temporary. Situations may arise that result in relocation of a client to an assisted living or skilled care facility. These situations can adversely affect work hours for an employee; therefore the Company cannot guarantee a specific number of hours for any employee caregiver.

Sometimes initial matches are not the best for one or both parties. A client may request a different employee caregiver. Employee caregivers may request to be withdrawn from an assignment. If so, an attempt will be made to develop a solution that is acceptable to all parties. If a solution is not satisfactory to both parties, the Company will work diligently to make a change. However, it is necessary that you continue with the assignment until a replacement is found. Failure to help make a smooth service transfer could result in loss of work for another employee caregiver, a loss of our much-needed service for the client, and a loss of income for the business.

All assignments are made through the office without exception. If an employee needs to alter their schedule, the employee must notify their applicable office or the Company's Staffing Coordinator department. If a client requests a schedule change, the client must contact the office.

Business Gifts, Tips, and Gratuities

It is the express policy of the Company that employees are prohibited from, either directly or indirectly, asking, demanding, exacting, soliciting, or seeking, anything of value for themselves or for any other person or entity.

It is the express policy of the Company that employees are prohibited from, either directly or indirectly, accepting, receiving, or agreeing to receive anything of value for themselves or for any other person or entity (other than your paycheck from the Company) for or in connection with any transaction or business of the Company. Acceptance of money or other valuable gifts directly from clients, family of clients, facilities, family residents, and vendors, suppliers, are strictly prohibited. This includes borrowing of money or personal effects. This action is considered a violation of patient's rights and can lead to elder abuse charges. For licensed personnel, this can mean suspension or complete loss of licensure. For all personnel, this can mean criminal prosecution. This is for the protection of the client and the employee.

Employees must also refrain from the selling or purchasing of items to/from a client. This could lead to allegations of theft and/or inappropriate payment amounts for items.

If employees are promised, offered, or given anything of value from any client, family member, or perspective client for or in connection with any transaction or business of the Company, they are to advise the Company's Human Resources Department at once. Similarly, if employees are asked to buy anything of value from any client, family member, or perspective client for or in connection with any transaction or business of the Company, they are to advise the Company's Human Resources Department at once.

Conflicts of Interest

The Company strives to preserve its reputation and the reputation of its employees. Thus, the Company holds itself and its employees to the highest standards of lawful and ethical conduct. Accordingly, all employees working in the State of California must conduct themselves in such a way as to avoid actual or potential conflicts of interest during their employment with the Company. Employee must also be very careful that their relationship with clients, client's family members, or vendors are honest and ethical. Employees must refrain from engaging in any activity that could be in conflict with your status as a Company employee. This includes the use

of their position with the Company for personal profit or advantage or entering into transactions or relationships where it may appear an employee has a conflict of interest, or are improperly benefiting from their affiliation with the Company. The following are examples of prohibited conflicts of interest in any aspect of their jobs:

- Acting as a director, officer, consultant, agent, or employee of a supplier, customer, competitor, or any entity that engages in business with the Company;
- Owning a material interest in or being a creditor of or having other financial interest in a supplier, customer, competitor, or any entity that engages in business with the Company;
- Receiving from or giving to any supplier, customer, or competitor gifts, gratuities, special allowances, discounts, or other advantages not generally available to employees of the Company;
- Having any significant direct or indirect personal interest in a business transaction involving the Company;
- Conducting outside activities that materially detract from or interfere with the full and timely performance of an employee's job duties for the Company;
- Influencing commercial transactions involving purchases, contracts, or leases in a way that would have a negative impact on the Company or its business.

If an employee has, or is considering the assumption of, a financial interest or outside employment relationship that might involve a conflict of interest, or if the employee is in doubt concerning the proper application of this policy, they should promptly discuss the matter with the Company's Human Resources Department and refrain from exercising responsibility on the Company's behalf in any manner that might reasonably be considered to be affected by any adverse interest.

Failure to disclose the fact of a conflict or potential conflict may constitute grounds for disciplinary action.

This policy in no way prohibits employee affiliations or activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the NLRA, which includes the right of employees to organize collectively and to speak with others about their terms and conditions of employment.

Confidentiality

Employees must always respect the privacy of the Company's clients, families, and residents. The rule of thumb to remember is that all information gathered by, retained, or generated by the Company regarding its clients and their families is confidential. The Company will not disclose any Confidential Information to anyone outside the Company without the appropriate authorization.

Employees must safeguard all confidential information. This includes the dissemination of information by any available means, including but not limited to telephone, fax, and email.

Confidential information shall be disclosed and/or discussed only on a need-to-know basis with Company administrative personnel for the purpose of improving Company services. Conversation of a confidential nature must never be held within earshot of the public or clients.

“Confidential Information” refers to a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to the Company’s business that the Company has not made public or authorized to be made public, and that is not generally known to the public through proper means.

By way of example, confidential or proprietary information includes, but is not limited to, nonpublic information regarding the Company’s business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research, development, inventions, financial statements, financial projections, financing methods, pricing strategies, client sources, employee health/medical records, system designs, client lists, and methods of competing. Additionally, employees who by virtue of their performance of their job responsibilities have the following information, should not disclose such information for any reason, except as required to complete job duties, without the permission of the employee at issue: social security numbers, driver’s license or resident identification numbers, financial account, credit or debit card numbers, security and access codes, or passwords that would permit access to medical, financial, or other legally protected information.

Confidential Information does not include information lawfully acquired by non-management employees about wages, hours or other terms and conditions of employment, if used by them for purposes protected by Section 7 of the NLRA such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for their mutual aid or protection. Nothing in this Employee Manual prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing Confidential Information which the employee acquired through lawful means in the course of their employment to a governmental authority in connection with any communication or report, or from filing, testifying, or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the SEC, the U.S. Department of Labor (“**DOL**”), or any other appropriate government authority. To the extent an employee discloses any Confidential Information in connection with communicating with a governmental authority, the employee will honor the other confidentiality obligations in this Employee Manual and will only share such Confidential Information with their attorney, or with the government agency or entity. Nothing in this Employee Manual shall be construed to permit or condone unlawful conduct, including but not limited to the theft or misappropriation of Company property, trade secrets, or information.

Further, employees are hereby notified that under the 2016 Defend Trade Secrets Act (DTSA): (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that: (A) is made

in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or, (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and, (2) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court or arbitration proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order or arbitration award.

Employee Classification

Employees of the Company are classified as either exempt or non-exempt under federal and state wage and hour laws, and are further classified for administrative purposes. The following designations are used throughout this Employee Manual. Employees will be notified in writing of their classification and status at the time of hire, rehire, promotion, or at any time a change in status occurs. These classifications do not alter an employee's at-will employment status.

Exempt Employees

Exempt employees are employees whose job assignments meet specific tests established by the federal Fair Labor Standards Act (“*FLSA*”) and state law and who are exempt from minimum wage and overtime pay requirements. Exempt employees are compensated on a salary basis. Employees will be informed whether their status is exempt or non-exempt and should consult their supervisor with any questions or concerns regarding this status.

Non-exempt Employees

Non-exempt employees are employees whose job positions do not meet FLSA or applicable state exemption tests, and who are NOT exempt from minimum wage and overtime pay requirements. Non-exempt employees are eligible to receive overtime pay for hours worked in excess of 40 hours in a given week, or as otherwise required by applicable state law. Employees will be informed whether their status is exempt or non-exempt and should consult their supervisors with any questions or concerns regarding this status.

Full-Time Employees

Full-time employees are those who are normally scheduled to work and who do work a schedule of 32 hours per week. Full-time employees are generally eligible for the employee benefits described in this Employee Manual and are provided with benefits required by applicable law.

Part-Time Employees

Part-time employees are those who are normally scheduled to work and who do work less than 32 hours per week. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time employees are eligible for some, but not all employee benefits described in this Employee Manual and are provided with benefits required by applicable law.

Temporary Employees

Temporary employees are those who are employed for short-term assignments. Temporary employees are generally hired to temporarily supplement the workforce or assist in the completion of a specific project. These temporary employment assignments are of limited duration. Temporary employees are not eligible for employee benefits, except as required by applicable law, and may be classified as exempt or nonexempt on the basis of job duties and compensation.

Paydays

All Company employees are paid wages on a weekly basis. The payroll week is Sunday through Saturday. The Company shall pay all wages earned no later than seven calendar days of the end of the payroll period within which the wages were earned. Time sheet submission is required of all personnel, and shall be submitted to the appropriate supervisor according to the schedule established by the Company. Time sheets must be prepared accurately and submitted in a timely manner to avoid pay errors and possible disciplinary action. By turning in a time sheet, an employee certifies that its contents include an accurate record of all time worked. Employees should contact their immediate supervisor for specific information or details on the submission of time sheets. No Company supervisor has the authority to require an employee to submit inaccurate time records. Failure to turn timely, complete, and accurate time sheets may constitute a delay of all or part of an employee's pay.

Employees may have their paycheck direct deposited into their personal account at a financial institution of the employee's choice. The Company strongly encourages direct deposit. To discuss the many advantages of direct deposit or to sign up for direct deposit, contact the Company's Human Resources Department.

Expense Reimbursement

The Company reimburses its employees for all appropriate and reasonable expenses necessarily incurred during the course of business. Except as noted below, employees must request reimbursement of business-related expenses in writing on the Expense Reimbursement Request Form, which is available in the Company's Human Resources Department or on request from your supervisor. Expense Reimbursement Request Forms are to be completed and submitted to your supervisor or Human Resources for any expenses incurred in a pay period by the end of the same pay period.

Mileage and Drive Time

Purpose

This policy outlines the reimbursements provided by the Company to exempt and non-exempt employees for the mileage driven in an employee's personal vehicle for all business-related purposes. It defines the policies and guidelines to be followed by all employees submitting for mileage reimbursement.

Reimbursements

The Company's practice is to pay for mileage at the current Internal Revenue Service's approved reimbursement rate, which covers all expenses associated with the use of an employee's personal vehicle for business-related purposes; this does not include an employee's normal mileage to and from work. The IRS's reimbursement rate is subject to change from time to time. For the most recent rate, visit the IRS website at www.irs.gov.

Reimbursable mileage is defined as travel that an employee performs while using their personal vehicle to conduct company related business as part of their job responsibilities. Company related business includes, but is not limited to, when employees drive clients to their errands or for other client-related purposes.

Payment

To be reimbursed for mileage, employees must complete documentation detailing the purpose of the business activity, the start and ending locations and the total number of miles driven. The documentation is to be signed and approved by the employee's supervisor. Mileage is only reimbursed to the employee incurring the expense. If any expenses such as a bridge toll or parking are incurred due to business-related purposes, the employee will need to provide the receipts of these expenses alongside the document.

Working Time

Drive time is also considered hours worked and will therefore be paid, but only for the amount of time that it would take for the employee to drive *directly* from one client to the next client. The Company does not pay employees for their time spent driving to and from work, to the extent this is considered normal commute time and is not compensable.

Employee Responsibilities

When using a personal vehicle for business related travel, employees assume liability for the vehicle. All employees who use their personal vehicle for Company business must have a current valid driver's license and vehicle liability insurance in the minimum amounts required by California law. Employees are not authorized to use their personal vehicles for Company business unless these requirements are satisfied.

Cell Phone Reimbursement

We will reimburse you \$1.25 (1-30 work hours) or \$2.50 (31+ work hours) per week for using your personal cellular or mobile phone, personal digital assistant, Smartphone, or other handheld digital device for authorized work-related reasons, including texting, making notes, emailing, making phone calls, etc. If you accept payment of the flat rate, without raising any concern with the Human Resources Department, we will assume you believe the amount covers the actual cost of your use of the digital device for work-related purposes.

If you believe the flat rate does not properly reimburse you for using your digital device for business reasons, you must contact Human Resources Department. Please provide a copy of any

invoice associated with your device and explain why you believe you should be reimbursed at a higher rate. We will discuss the issue with you in an attempt to mutually agree on a reasonable amount for reimbursement.

Reviewing Your Pay Stub, Reporting Errors, and Obtaining More Information

The Company works hard to ensure that all employees are paid correctly, but mistakes can happen. When mistakes do occur and are brought to the Company's attention, the Company will promptly make any corrections necessary. All employees should review each paycheck and pay stub when they receive it to make sure their pay and reported hours are correct.

If any employee, exempt or nonexempt, has questions about deductions from their pay, believes they have been subjected to improper deductions, or believes that the amount paid does not accurately reflect the employee's total hours worked or salary, that employee should promptly contact the Company's Human Resources Department, their immediate supervisor, or Company payroll personnel. If the Company's Human Resources Department, their immediate supervisor, or the Company's payroll personnel are unavailable, if they believe it would be inappropriate to contact those persons, or if they have not received a prompt and acceptable reply from them, they should immediately contact the owner.

Every report will be fully investigated, and the Company will provide the employee with any compensation to which the employee is entitled in a timely fashion.

The Company complies with all applicable laws, including the FLSA, and will not allow any form of retaliation against individuals who make good faith reports of alleged violations of this policy, or who cooperate in an investigation by the Company, even if the reports do not reveal any errors or wrongdoing. The Company will investigate all claims of retaliation promptly and, to the extent reasonably possible consistent with a thorough investigation, on a confidential basis. If the Company concludes that an employee has violated this policy, corrective action will be taken, where appropriate, up to and including employment termination. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including employment termination. Any employee who believes they have been subjected to retaliation should contact the Company's Human Resources Department.

Discussion of Wages

The Company does not prohibit an employee from asking about, discussing, or disclosing his/her/their wages or another employee's wages. However, the Company does NOT permit employees with access to other employees' wage information because of their essential job functions to disclose wage information to any person who does not have such access without permission from the Company.

An employee's failure to adhere to these limitations on disclosure may subject the offending employee to discipline, up to and including termination from employment.

Upon request, the Company will provide an employee with the pay scale for their current position.

Reporting Pay

Eligibility

All non-exempt employees working in the State of California, who are paid wages on an hourly basis and eligible to earn minimum wage and overtime, are eligible to reporting pay compensation under this policy. Salaried, exempt employees are not entitled to reporting pay compensation.

This policy is further inapplicable to employees who are on standby and called to perform assigned work at a time other than the employee's scheduled reporting time or those whose regularly scheduled work shift is less than two hours in duration.

Reporting Pay

The Company will compensate eligible employees under this policy who report to work on time, but who are nonetheless not put to work or furnished with less than half of their usual or scheduled day's work because of the Company's inadequate scheduling or lack of proper notice by the Company, for all hours worked, in addition to half of a usual or regular shift's work, between two and four hours at the employee's regular rate of pay, which will not be less than the applicable minimum wage. Employees who are required and called back to the workplace a second time in a workday, and who are furnished with fewer than two hours of work during the second reporting, will be compensated for hours already worked, in addition to two hours at the eligible employee's regular rate of pay, which will not be less than the applicable minimum wage.

For purposes of this policy, "reporting to work" means physically appearing at the workplace at the commencement of the eligible employee's shift; an eligible employee presenting themselves for work by logging onto a computer remotely; appearing at a client's jobsite; setting out on an assigned trucking route; or telephoning the Company office two hours prior to the start of a shift.

Reporting pay compensation paid in accordance with this policy is in addition to any remuneration earned for hours already worked by an eligible employee. Reporting pay compensation for hours beyond time actually worked by an eligible employee is not considered hours worked in determining overtime and, accordingly, any compensation received under this policy will be paid at the employee's regular rate of pay.

Eligible employees under this policy who have been assigned a split-shift, may receive compensation of one hour at minimum wage in addition to any minimum wage remuneration already earned by the employee on a workday, except where the employee resides on the Company premises.

Exceptions to Reporting Pay

The Company is not required to compensate eligible employees under this policy with reporting pay in the following circumstances:

- Company operations are unable to begin or continue due to threats to employees, threats to Company property;
- Civil authorities advise that it is not recommend that the Company's regular business operations begin or continue;
- A disruption in the supply of public utilities such as water, electricity, or gas, or a failure in the public sewer system exists;
- Company operations are interrupted or halted due to circumstances outside of the Company's control, including any act of God;
- An eligible employee is not considered fit to work; or
- An eligible employee has failed to report to work on time and, as a result, the Company has terminated their employment or sent the employee home as a disciplinary sanction.

Meal and Rest Breaks

PLEASE NOTE: *Personal Attendants employed in a private household are not entitled to meal and rest breaks.* Other employees or personal attendants who do not work in a private home on any given day are entitled to the following breaks each such day.

The Company understands the importance of taking breaks and makes every effort to comply with federal and state legal requirements concerning meal and rest breaks. This Policy explains when the Company expects non-exempt employees to take meal and rest breaks and provides detailed guidance for employees.

30-Minute Meal Breaks

The Company authorizes and permits at least one uninterrupted, unpaid meal break of at least-30 minutes to non-exempt employees who work more than five hours in a workday unless (a) the employee works no more than six hours on a workday; and (b) the employee elects to waive the meal break in writing. Employees are expected to take their 30-minute meal break before the end of the fifth hour of work.

If a non-exempt employee works more than 10 hours in a workday, the employee is authorized and permitted to take a second unpaid meal break of at least 30 minutes unless (a) the employee works no more than 12 hours on a workday; (b) the employee did not waive the first meal period; and (c) the employee elects to waive the second meal break in writing. The second meal period shall be provided no later than the end of the employee's 10th hour of work.

Meal breaks are unpaid by law, and thus employees must clock-out for meal periods. Employees shall be relieved of all duties during meal breaks and are allowed to leave the premises, if desired.

The Company authorizes and permits meal breaks according to the following schedule:

| Hours Worked | # of Meal Periods | Comments |
|---------------------|--------------------------|--|
| 0 to \leq 5 | 0 | Employees who do not work more than five hours in a workday are not eligible for a 30-minute meal period by California law. |
| > 5 to \leq 10 | 1 | Employees who work more than five hours but less than 10 hours in a workday are authorized and permitted to take one 30-minute meal period before the end of the fifth hour of work, unless (a) the employee is working six or fewer hours <u>and</u> (b) elects to waive the meal period in writing. |
| > 10 | 2 | Employees who work more than 10 hours in a workday are authorized and permitted to take two 30-minute meal breaks before the end of the 10 th hour of work, unless (a) the employee is working 12 or fewer hours, (b) did not waive the first meal break, <u>and</u> (c) elects to waive the second meal period in writing. |

10-Minute Rest Breaks

The Company authorizes and permits non-exempt employees to take an uninterrupted, paid 10-minute rest break for every four hours worked, or major fraction thereof. A rest period may not be authorized for employees who work less than 3.5 hours in a workday.

Rest breaks are paid. Employees need not clock-out for rest breaks. Employees shall be relieved of all duties during rest breaks and are free to leave the premises, if desired.

Rest breaks cannot be combined and should be taken in the middle of each four hours worked, where permitted. Employees may not accumulate rest breaks or use rest breaks as a basis for starting work late, leaving work early, or extending a meal break.

The Company authorizes and permits rest breaks according to the following schedule:

| Hours Worked | # of Rest Breaks | Comments |
|---------------------|-------------------------|--|
| 0 to < 3.5 | 0 | Employees who work less than 3.5 hours in a workday are not eligible to take a rest break. |
| 3.5 to \leq 6 | 1 | Employees who work between 3.5 and six hours in a workday are authorized and permitted to take one 10-minute rest break. |
| > 6 to \leq 10 | 2 | Employees who work between six and 10 hours in a workday are authorized and permitted to take two 10-minute rest breaks. |
| > 10 to \leq 14 | 3 | Employees who work between 10 and 14 hours in a workday are entitled to three 10-minute rest breaks. |

Meal and rest breaks are intended to provide non-exempt employees an opportunity to be away from work, and thus, employees are not permitted to perform any work during meal and/or rest

breaks. Employees are encouraged to take meal and rest breaks away from their immediate work area and are free to leave the premises, if desired.

Employees are expected to adhere to this policy. If an employee is not provided with a meal and/or rest period as required by this Policy, for any reason, the employee must immediately notify their immediate supervisor and/or the Company's Human Resources Department. Every report shall be fully investigated, and corrective action shall be taken where appropriate. The Company shall not allow any form of retaliation against individuals who report alleged violation of this policy, or who cooperate with the Company's investigation of such reports.

Responsibilities

Company supervisors are responsible for administering their department's meal and rest breaks.

Any non-exempt employee who is not provided with a meal period or authorized and permitted to take a rest break pursuant to the terms of this policy is immediately entitled to a meal or rest break premium. Supervisors will be responsible for authorizing meal or rest break premiums. Any supervisor who knows or should reasonably know that a meal or rest period was not provided in accordance with this Policy should arrange for a premium to issue to the employee. Employees are responsible for reporting to their supervisor any meal break that was not provided or any rest break not authorized and permitted where the 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 their immediate supervisor.

Live-In Care

Live-in employees, who stay at their client's residence, as a requirement of their job, for at least five or more days, other than personal attendants shall be provided at least 12 consecutive hours free of duty during each 24-hour workday, and the total span of hours for a day of work shall not exceed 12 hours unless the following conditions are met:

- The employee has at least three hours free of duty during a 12-hour span of work (need not be consecutive); and
- The employee who works during scheduled off-duty hours or during the 12 consecutive off-duty hours must be compensated at 1.5 times the employee's regular rate of pay.

Live-in employees other than personal attendants, shall not be required to work more than five days in any workweek without a day off (at least 24 consecutive hours) except in an emergency, provided that the employee is compensated for time worked in excess of five workdays in any workweek at 1.5 times their regular rate of pay for hours worked up to and including nine hours. Time worked in excess of nine hours on the 6th and 7th workdays will be compensated at twice the employee's regular rate of pay.

Split Shift Policy

Eligibility

Non-exempt employees are eligible for split-shift pay under the following conditions:

1. Their work schedule includes a block of unpaid time of more than one hour (other than a meal period).
2. The block of unpaid time interrupts two work periods.
3. The total wages earned do not exceed the applicable minimum wage for all hours worked, plus one additional hour.

Procedures

Employees whose work schedule includes a block of unpaid time of more than one hour (other than a meal period) that interrupts two work periods will be paid a split-shift premium of one additional hour of pay at the applicable minimum wage during each workday when they work a split shift if the total wages earned do not exceed the applicable minimum wage for all hours worked, plus one additional hour.

Split-shift pay is not counted in the employee's regular rate for purposes of calculating overtime wages.

Employees with questions regarding split-shift pay should contact the Company's Human Resources Department.

Travel Time

The Company will compensate non-exempt employees for time spent traveling for purposes of conducting the Company's business in compliance with applicable state and federal law. This compensation is for the time the non-exempt employee spends traveling and does not include mileage, which may be compensated separately, if so required.

Compensable travel time includes a non-exempt employee's business travel between work sites during the workday, but does not apply to time spent in the non-exempt employee's regular commute to work, which includes travel from home to the first work site at the beginning of the workday and travel from the last work site to home at the end of the workday, unless applicable law requires otherwise.

Generally, the time a non-exempt employee spends commuting from home to work is not considered hours worked and is not paid, unless otherwise required by state or municipal wage and hour laws. This is true whether the employee works at a fixed location or at varied locations within the same area.

In the event an employee with a fixed and assigned workplace is required, on a short-term basis, to travel anything more than a *de minimis* distance to report to work at a place other than an

employee's usual work place, the Company will ordinarily compensate the employee for the additional time measured by the difference in the time normally required to travel between the employee's home and the regularly assigned workplace and the time between home and the temporary worksite. In such instances, the employee should report the additional time over the normal commute as hours worked and mileages or other business expenses associated with the additional travel to and from the additional travel.

Non-exempt employees are not expected to accept or make calls or complete any paperwork before they begin their commute or after they finish their commute. Any work that is approved for non-exempt employees to do at home can be done on their own schedules. There is no work that non-exempt will be asked to do immediately before or immediately after their commute.

Travel between Work Sites

Non-exempt employees must accurately record as time worked all time spent traveling between work sites during the workday. For non-exempt employees, time spent traveling between work sites during the workday is counted as hours worked for purposes of calculating hours of work and overtime premiums and eligible non-exempt employees will be paid overtime in accordance with applicable federal and state law.

Special Commute to Work Sites

If traveling to a particular work site at the start of the workday or from a work site at the end of the workday extends a non-exempt employee's day past the employee's normal commute time, the additional travel time will be compensated. On these occasions, non-exempt employees must report the extraordinary commuting time to their manager and record as time worked the extra time spent commuting to and from a client site that exceeds their regular commute time.

Other Business Travel

Employees must record all other time spent traveling as time worked when that travel is required by the employees' work duties.

Failure to adhere to this policy, including failure to record all compensable travel time and failure to record all work will be addressed as a performance issue and the employee will be subject to discipline, up to and including termination from employment.

Any questions about this policy, or any associated procedures, should be directed to the non-exempt employee's manager.

Off-the-Clock Work

The Company is committed to compensating every employee for all work performed in accordance with all applicable laws. The Company prohibits all off-the-clock work, and employees are prohibited from performing any off-the-clock work. "Off-the-clock" work means work an employee performs but fail to report to the Company. Non-exempt employees may not perform any work without compensation.

Examples of prohibited off-the-clock work include but are not limited to the following:

- Performing work-related activities before a non-exempt employee has started recording work time or after an employee has stopped recording work time;
- Completing work-related paperwork at home without recording or reporting the time;
- Performing work during the employee's meal period and not reporting the missed or interrupted meal period; and
- Sending or responding to work-related emails or making or responding to phone calls without reporting the time worked.

Employees are prohibited from traveling to and visiting a client's home or location during unscheduled hours for any reason without the advance permission of their immediate supervisor. Although any unauthorized work performed will be compensated appropriately, any employee who violates this prohibition may be subject to disciplinary action, up to and including employment termination.

It is a violation of the Company's policy for anyone to instruct or encourage another employee to work off-the-clock, to incorrectly report hours worked, or to alter another employee's time records. Any changes to an employee's reported time must be discussed with the employee and documented. If the employee does not agree with the change, the Company supervisor must notify the appropriate payroll personnel. Employees must always be paid for all time worked, whether or not authorized, and whether or not the time worked falls within the employee's scheduled shift.

If any employee is directed or encouraged to incorrectly report hours worked, or to alter another employee's time records, they should report the incident immediately to their immediate supervisor.

Minimum Wage

It is the policy of the Company to compensate non-exempt employees at a rate equal to or greater than the established federal minimum wage, currently \$7.25 per hour. The Company will also comply with and compensate non-exempt employees in accordance with California's state minimum wage law, currently \$16.90 per hour for all employers with employees working in the State of California. If municipal law requires a minimum wage greater than the federal or state minimum wage, the Company will compensate non-exempt employees in compliance with applicable municipal law.

Overtime

Non-exempt employees will be expected to work overtime in case of emergency or whenever necessary in the best interests of the Company. If overtime is necessary, it must be authorized by a Company supervisor or manager prior to being worked. Even if overtime is not authorized, non-exempt employees are required to report the unauthorized overtime to the Company and will

be paid for all such hours worked. However, failure to obtain approval before working overtime or refusal to work overtime will result in disciplinary action.

Non-exempt, hourly employees who work overtime hours will receive overtime pay at applicable rate of pay as established by applicable state and federal law. Overtime will be computed on actual minutes worked. Only time that is actually worked is considered in determining an employee's overtime pay. Compensated holidays and vacations, for example, are not hours worked and, therefore are not counted in making overtime calculations.

Office Employees

Non-exempt, hourly employees who work in the office will be paid overtime for all hours worked over eight and up to 12 in a workday, the first eight hours on the 7th consecutive day of work in a workweek, and/or any hours over 40 in a workweek (overtime hours will not pyramid). Non-exempt, hourly office employees will be paid double-time for all hours worked over 12 in a single workday, and any hours worked over eight on the 7th consecutive day of work in a workweek. Overtime is paid at one and one-half times the non-exempt employee's "regular rate;" double-time is paid at twice the "regular rate." The "regular rate" may be a single hourly rate, or it may be a "weighted average" rate if the non-exempt employee works at more than one straight time rate during a pay period. The "weighted average" rate also includes certain kinds of bonuses and other payments that are required by law to be included.

Personal Attendants Working in Private Household

Under the Domestic Workers Bill of Rights and Wage Order 15, Domestic Workers who are Personal Attendants will be paid one and one-half times their "regular rate" for all hours worked over nine in a workday or 40 in a workweek. Personal Attendants working in private households are not entitled to double-time. Personal Attendants must adhere to the Company's 80/20 Policy, which limits the amount of non-qualifying work a Personal Attendant may perform. Personal Attendants who are unable to comply with the Company's 80/20 Policy must immediately notify their supervisor or the Company's Human Resources Department and will be paid overtime and double-time in the same manner as Office Employees for any workweek in which there was noncompliance.

Personal Attendants Working in Hospitals, Skilled Nursing Facilities, or other Facilities

Personal Attendants who work any part of a workweek in hospitals, skilled nursing, or other facilities where the client does not intend to move and take up residence will be paid overtime and double-time in the same manner as Office Employees for that workweek. If daily overtime is required, daily and weekly overtime pay may not be pyramided or duplicated. Accordingly, non-exempt employees are not eligible to receive both daily and weekly overtime pay; only one overtime premium will apply. If you have any questions, please contact the Company's Human Resources Department.

Client Activity Documentation

Employee caregivers are required to completely and accurately document all activity in the Client Activity Log for all shifts worked. Often family members, doctors, as well as the office

staff will review a client's activity for various reasons, including health concerns, emotional stability, and to ensure that we are meeting the needs of the client. All documentation should be factual and be done objectively without personal opinion. All time spent on client activity documentation must be accurately reported to the Company as hours of work. Failure to do so may result in disciplinary action including but not limited to discharge.

Exempt Employees

Employees who are classified as exempt must record absences from work for reasons such as leaves of absence, sick leave or vacation.

Exempt employees are paid on a salary basis, unless applicable law provides otherwise. This means the employee regularly receives a predetermined amount of compensation each pay period, which cannot be reduced because of variations in the quality or quantity of the employee's work. In general, an exempt employee will receive their salary for any week in which the employee performs any work, regardless of the number of days or hours worked. However, an exempt employee will not be paid for days not worked in the following circumstances:

- When an exempt employee takes one or more full days off for personal reasons other than sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available vacation to make up for the reduction in salary;
- When an exempt employee takes one or more full days off from work due to sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available sick time to make up for the reduction in salary;
- When an exempt employee works only part of the week during their first and last week with the Company, the employee will be paid only for the days actually worked; and
- When an exempt employee takes unpaid leave under the federal FMLA or corresponding laws, the Company will not pay for such days/hours of absence.

The Company may require an exempt employee to use available vacation time, as a replacement for salary, when the employee takes less than a full-day off from work.

An exempt employee's salary will not be reduced when the employee works part of a week and misses part of a week due to service as a juror, witness or in the military or for lack of work.

It is Company policy to comply with the salary basis requirements of the federal FLSA and applicable state law. The Company prohibits any deductions from pay that violate the FLSA or applicable state law.

If an exempt employee believes that an improper deduction has been made to their salary, the employee should immediately report this information to the Company's Human Resources Department, a supervisor. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

Federal Lactation Accommodation

Lactation Breaks

The Company will provide a reasonable amount of break time to accommodate both an exempt and non-exempt employee desiring to express breast milk for the employee's infant child for up to one year following the birth of the covered employee's child during the workday. Employees needing breaks for lactation purposes may use ordinary paid rest breaks 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 an employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, the lactation break time will be unpaid for all non-exempt employees, provided the employee is completely relieved of all work-related duties as provided below. Exempt employees will be paid their full weekly salary as required by federal, state, and local law, regardless of whether they take breaks to express breast milk.

Non-exempt employees will be relieved of all work-related duties during any unpaid break. For non-exempt employees, where unpaid breaks or additional time are required, employees should work with their supervisor or the Company's Human Resources Department regarding scheduling and reporting the extra break time. Where state or municipal law imposes more specific requirements regarding the break time or lactation accommodation, the Company will comply with those requirements.

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

Lactation Facilities

The Company will provide employees with the use of a room or a private area, other than a bathroom or toilet stall, that is shielded from view and free from intrusion from coworkers and the public. The Company will make a reasonable effort to identify a location within close proximity to the work area for the employee to express milk. This location may be the employee's private office, if applicable.

Employees should discuss with their supervisor or the Company's Human Resources Department the location for storage of expressed milk. In addition, employees should contact the Company's Human Resources Department during their pregnancy or before their return to work to identify the need for a lactation area.

The Company 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. Furthermore, the Company strictly prohibits retaliation against an employee for exercising any rights under the Providing Urgent Maternal Protections for Nursing Mothers Act.

California Lactation Accommodation

The Company provides a supportive environment to enable nursing mothers to express breast milk during the workday. The Company will not discriminate in any way against an employee who chooses to express breast milk in the workplace.

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's child up to the age required by applicable law. Employees needing breaks for lactation purposes may use ordinary paid rest breaks or may take other reasonable unpaid break time when needed. The lactation break time, if possible, should run concurrently with scheduled rest breaks and meal periods already provided to the employee. If that is not possible or additional time is needed, the lactation break time may be unpaid. Where unpaid breaks or additional time are required, the employee should work with their immediate supervisor or the Company's Human Resources Department regarding scheduling and reporting the extra break time as unpaid. Exempt employees who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

The Company will provide employees with the use of a room or a private area, other than a bathroom or toilet stall, in close proximity to their work area that is shielded from view and free from intrusion from co-workers and the public (the "***Lactation Location***"). The Lactation Location may be the employee's normal work area, if suitable. The Lactation Location will be safe, clean and free from toxic or hazardous materials; contain a surface (e.g., a table or shelf) to place a breast pump and other personal items; contain a place to sit; and have access to electricity. The Company will also provide 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 contact the Company's Human Resources Department. The Company 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 the Company denies a request for lactation accommodation, it will provide a written statement identifying the reason(s) for doing so.

The Company prohibits discrimination or retaliation against employees who request a lactation accommodation, file a complaint or otherwise report an alleged violation of the law, cooperate in an investigation of an alleged violation of the law or inform another person about their rights under applicable law. Employees have a right to file a complaint with the California Labor Commissioner for any violation of a right under the lactation accommodation law, including the prohibition against retaliation.

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

Please speak to the Company's Human Resources Department to make any arrangements necessary under this policy.

Day of Rest

The Company will provide all full-time employees working in the State of California for more than 30 hours per workweek and six hours in any single day with at least one day of rest in any 7-day workweek. The Company will, in its discretion, define the workweek.

Under this policy, days of rest afforded to employees will not be scheduled to occur on a rolling basis. Accordingly, eligible employees under this policy may be scheduled to work for more than seven consecutive days.

Eligible employees who are reasonably required to work for seven consecutive days in any work week, due to the nature of the duties required of their position, may accumulate days of rest and make use of such leave during the calendar month. This policy is inapplicable in cases of emergency or work performed in the protection of life or property from loss or destruction.

Waiver

Rights to a day of rest as set forth herein may be voluntarily waived by an eligible employee if memorialized in writing and entered into and executed by both the Company's authorized representative and the eligible employee outlining the terms of waiver. The written agreement will be filed and maintained with the Company's Human Resources Department. The Company will not take any action to encourage eligible employees to waive their rights set forth herein.

Performance Evaluation

Employees working in the State of California will receive an appraisal of their job performance upon the completion of one year of employment with the Company and annually thereafter. This appraisal may be either written or oral. Such evaluation may not occur on the anniversary date, but thereabout, at the discretion of Company management.

If in this appraisal an employee is given an evaluation sheet or other written document, the employee will be required to sign it. An employee's signature does not necessarily indicate that the employee agrees with all of the comments, but merely that the employee has had the opportunity to examine the evaluation and fully discuss the contents of it with their supervisor. The completed and signed evaluation form will be placed in an employee's personnel file. Each employee evaluated will receive a copy of the performance evaluation.

In addition to the formal written annual review, informal counseling sessions may be conducted from time to time.

Personal Appearance

The image the Company projects to the public is reflected in the appearance of the Company's employees. Simply stated, employees should look well-groomed and should be dressed appropriately for their specific duties. Employees are expected to use good judgment in their

appearance and grooming, keeping in mind the nature of the work, their own safety and the safety of co-workers, and their need to interact with the public.

Right at Home caregiver employees are expected to report to their assignment in neat and clean scrubs, unless otherwise requested by the Clients. If scrubs are not preferred, employees should dress in a manner that represents Right at Home professional and in good taste.

Below are a few guidelines for professional appearance:

- Clothing should not constitute a safety hazard.
- All employees should practice commonsense rules of cleanliness and comfort.
- Tank tops, tee-shirts, jogging suits, blue jeans, cut-offs, mini-skirts, flip-flops, slippers, sandals, garments that are unnecessarily revealing, sweatpants, and other similar apparel are generally not permitted.
- Personal appearance should include cleanliness. If an employee shaves, then the employee's facial hair should be clean-shaven or trimmed. If an employee does not shave, facial hair should be clean.
- Jewelry may be restricted for safety reasons, based on the position.
- Clothing with profane messages or product advertisement are generally not permitted.
- Unnatural or unusual hair color are generally not permitted.
- Visible tattoos are not permitted.
- Strongly scented perfumes, body washes or colognes are generally not permitted.
- Long or un-kept fingernails, including cracked or chipped polish are not permitted.

The Company encourages employees to seek the advice of their immediate supervisor or the Company's Human Resources Department if they have questions regarding appropriate dress or appearance at work. Employees who report to work improperly dressed or groomed may be instructed by their supervisor to return home to change. The time that nonexempt employees are absent for this purpose will be unpaid unless state law requires otherwise.

Nothing in this policy is intended to prevent employees from wearing a hair or facial hair style that is consistent with their cultural, ethnic, or racial heritage or identity. This policy will be interpreted to comply with applicable municipal, state, or federal law.

The Company will reasonably accommodate exceptions to this policy if required due to an employee's religious beliefs, medical condition, or disability. Employees who need such an accommodation should contact their immediate supervisor or the Company's Human Resources Department.

Personal Property

The Company is not liable for lost, misplaced, or stolen property. Employees working in the State of California should take all precautions necessary to safeguard their personal possessions while on assignments with clients.

Access to Personnel Files and Payroll Records

Upon written request, a current or 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 Company representative at a mutually convenient time, at the employee's expense. Employees may add their version of any disputed item to the file. The Company will comply with a written personnel file request at reasonable intervals and reasonable times within 30 calendar days of the written request. The parties may agree to a date beyond 30 calendar days provided it is not longer than 35 calendar days from the employer's receipt of the written request.

For a current employee, personnel records will be available for inspection where the employee reports to work or at another location that is mutually agreeable. For a former employee, personnel records will be available for inspection where the records are stored or at another location that is mutually agreeable.

Employees also may inspect their payroll records upon written or oral request, and may obtain a copy of these records at their own expense. The Company will comply with written payroll records requests as soon as practicable, but no later than 21 calendar days.

Only authorized members of Company management and the Company's Human Resources Department have access to an employee's personnel file. Only the Company's Human Resources Department is authorized to release information about current or former employees on behalf of the Company. However, the Company 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, or in response to a subpoena, in accordance with applicable law.

Solicitation and Distribution

The Company has established the following rules applicable to all employees and nonemployees that govern solicitation, distribution of written material and access to Company property:

- Employees may engage in solicitation activities only during nonworking times. No employee may engage in solicitation during their own working time or during the working time of the employee or the employees at whom such activity is directed;
- Employees may distribute or circulate any written or printed material only in non-work areas, during nonworking times. No employee may distribute or circulate any written or printed material in work areas at any time, or during their own working time or the working time of the employee or employees at whom such activity is directed;

- Nonemployees are not permitted to solicit or to distribute written material for any purpose on Company property; and
- Off-duty employees are not permitted in work areas.

Strict compliance with these rules is required.

As used in this policy, “working time” includes all time for which an employee is paid and/or is scheduled to be performing services for the Company; it does not include break periods, meal periods, or periods in which an employee is not performing and is not scheduled to be performing services or work for the Company.

LEAVING THE COMPANY

Separation from Employment

Compensation for accrued and unused sick and safe time is not provided upon separation from employment for any reason. If an employee is rehired by the Company within 12 months of separation from employment with the Company, previously accrued but unused sick and safe time will immediately be reinstated (up to the maximum of 48 hours or the equivalent of six days (per the employee’s previous work schedule)). Rehired employees will be allowed immediate use of this time and to accrue additional paid sick days upon rehiring, consistent with the use and accrual limitations of this policy

Reasons for termination include, but are not limited to, the following:

Voluntary Termination

A voluntary termination means an employee has made the decision to end the working relationship with the Company. Voluntary resignations include, but are not limited to, written or verbal resignation, retirement (more fully discussed below) and job abandonment. An employee is considered to have abandoned their job if they fail to return to a job within three days and has not notified the company of their intention to resign.

Employees who voluntarily leave the Company are encouraged to provide their supervisor with written notice in order to allow a reasonable amount of time to transfer ongoing work. Upon resignation, an employee must return all keys, uniforms, credit cards or other company-issued property.

Employees in good standing who retire or resign from their positions may be eligible for re-hire.

Involuntary Termination

An involuntary termination occurs when the Company decides to end the working relationship with an employee. Involuntary terminations may occur for cause or for reasons other than cause.

Involuntary terminations for cause include, but are not limited to, terminations for violating Company policy, misuse or theft of resources, the falsification of information, excessive absence/tardiness, or unsatisfactory work performance.

Involuntary terminations for reasons other than cause include, but are not limited to, a reduction in workforce.

Pay and Benefits Upon Termination

Final wages will be paid in accordance with California law.

Return of Company Property

Employees are required to return all Company property (e.g., computers, vehicles, passwords, uniforms, ID badges, credit cards) that is in their possession or control in the event of termination of employment, resignation, retirement, or layoff or immediately upon request. No information belonging to the Company can be copied for the employee's use. The Company may also take all action deemed appropriate to recover or protect Company property. When allowed by law, and in accordance with applicable law, the Company may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. No information belonging to the Company can be copied for the employee's use.

Upon termination of employment (for whatever reason), an employee is also required to destroy and permanently delete all copies or notes (in whatever format) of Company confidential, proprietary or trade secret information in their possession, including but not limited to such information on any of the employee's personal computers, portable or other hard drives, PDA's, or other electronic equipment.

References/Verifications of Employment

So that the Company can handle requests for job references in a consistent, fair, and lawful manner, all requests for official job references on behalf of the Company should be forwarded to the Company's Human Resources Department. No other Company manager or supervisor is authorized to release references on the Company's behalf for current or former employees. The Company's policy concerning references for former employees is to disclose only the dates of employment and the title of the last position held. If an employee authorizes disclosure in writing, the Company will also provide a prospective employer with information on the amount of the salary or wage last earned.

Exit Interviews

Before leaving the Company, employees may be asked to participate in a voluntary exit interview. This will provide closure to the employee's employment with the Company and will allow the Company to ensure that it has resolved various administrative matters, answered any questions about continuation of benefits, and listened to any of the employee's comments or ideas about improving the Company's operations to any of the employee's comments or ideas about improving the Company's operations.

WORKPLACE SAFETY AND SECURITY

Biometric Information Privacy

The Company intends to comply with the California Consumer Privacy Act, as amended (CCPA). The Company, therefore, has instituted the following Biometric Information Privacy policy:

Definitions

As used in this policy, “biometric information” means an individual’s physiological, biological, or behavioral characteristics, including information pertaining to an individual’s deoxyribonucleic acid (DNA), that is used or is intended to be used singly or in combination with each other or with other identifying data, to establish individual identity. Biometric information includes, but is not limited to, imagery of the iris, retina, fingerprint, face, hand, palm, vein patterns, and voice recordings, from which an identifier template, such as a faceprint, a minutiae template, or a voiceprint, can be extracted, and keystroke patterns or rhythms, gait patterns or rhythms, and sleep, health, or exercise data that contain identifying information.

Biometric information does not include medical information governed by the Confidentiality of Medical Information Act or protected health information that is collected by a covered entity or business associate governed by the privacy, security, and breach notification rules issued by the United States Department of Health and Human Services established pursuant to the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act.

Disclosure and Authorization

The Company will not collect, buy, rent, gather, obtain, receive, or access biometric information relating to an employee, unless the Company discloses to the employee:

1. the biometric information collected in the past 12 months (including the categories of sources from which the biometric information is collected, the business and commercial purposes for collection, and the categories of third parties with which biometric information is shared);
2. whether the Company has sold biometric information over the past 12 months;
3. whether the Company has disclosed biometric information for business purposes over the past 12 months; and
4. the length of time the Company intends to retain each category of biometric information, or if that is not possible, the criteria used to determine that period provided that the Company will not retain an employee’s biometric information for each disclosed purpose for which it was collected for longer than is reasonably necessary for that disclosed purpose.

If the Company collects, buys, rents, gathers, obtains, receives, or accesses biometric information relating to an employee, the Company will provide a notice to the employee at the time of collection, which includes:

1. the purposes of collection of biometric information;
2. the business or commercial purposes for collection;
3. a link to the Company's "Do Not Sell or Share My Personal Information" webpage, where an employee can opt-out of the sale of their biometric information; and
4. a link to this Company's Biometric Identifier and Information Privacy policy at collection.

Notice of Employee Rights

Employees have the following rights relating to their biometric information:

- The right to the deletion of the employee's biometric information upon a verifiable request;
- The right to request the correction of inaccurate biometric information upon a verifiable request;
- The right to know what biometric information is being collected and the right to access the employee's biometric information upon a verifiable request;
- The right to know what biometric information is sold or shared and to whom;
- The right to opt out of the sale or sharing of the employee's biometric information, with certain exceptions;
- The right to limit the use and disclosure of biometric information for the purpose of uniquely identifying an employee; and
- The right to non-discrimination for exercising an employee's CCPA rights.

Data Storage

If biometric information is collected, the Company will store, transmit, and protect the information through reasonable care. The Company shall use a reasonable standard of care to store, transmit and protect from disclosure any paper or electronic biometric information collected. Such storage, transmission and protection from disclosure shall be performed in a manner that is the same or more protective than the manner in which the Company stores, transmits and protects from disclosure other confidential and sensitive information.

Workplace Violence Prevention Program

The Company's commitment to providing a safe working environment for all employees includes a workplace that is free from any form of violence against any employee. The Company strictly prohibits employees, consultants, clients, visitors, or anyone else on Company premises or engaging in a Company-related activity from behaving in a violent or threatening manner. This policy includes all acts or threats of violence related to work, including violence by clients towards caregivers.

Violence includes, but is not limited to, threatening and intimidating behaviors; verbal comments; the threat or use of physical force against an employee that results in or is highly likely to result in injury, psychological trauma, or stress, whether or not an injury actually occurs; physical abuse; use or threatened use of weapons of any kind, regardless of whether an injury actually occurs, including but not limited to guns, knives, mace, pepper spray, or common objects used as weapons; bringing any type of weapon to work (whether onto company property or any other worksite); vandalism; arson; sabotage; or any other act that is deemed by management to be inappropriate in this regard. Workplace violence does not include any lawful act of self-defense or defense of others.

The Company has developed a Workplace Violence Prevention Program as required by law. A copy of the Program is available for your review from the Company's Human Resources Department. In addition to attending any training required by the Company, employees must read, understand, and observe the Workplace Violence Prevention Program provisions applicable to their job.

Employees who feel that they have been subjected to any type of the above inappropriate behaviors or actions should immediately report the incident to their immediate supervisor or to a member of the Company's Human Resources Department. Also, employees who observe or have any knowledge of any violation of this policy must report it immediately to their immediate supervisor or to Human Resources.

Further, employees should notify the Company's Human Resources Department if any relevant restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the Company will inform the reporting individual of the results of the investigation. To the extent possible, the Company will maintain the confidentiality of the reporting employee and of the investigation, but may need to disclose results in appropriate circumstances, for example, in order to protect individual safety. The Company will not tolerate retaliation against any employee who reports workplace violence.

Any employee who violates this policy will be subject to immediate disciplinary action, up to and including termination. If the violent behavior is that of a non-employee, the Company will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

Record Requirements

The Company will maintain a record of all incidents of workplace violence in a log. The Company will maintain and keep the logs for a period of five years. The logs will not contain any personal identifying information on people involved in the incident, including but not limited to name, address, email, telephone number, social security number, or other revealing information. Additionally, the log will not contain any medical information related to the incident. The log will include all of the following information:

- date, time, and location of the incident;

- workplace violence type;
- detailed description of the incident;
- classification of who committed the incident (client, customer, family, friend, stranger, coworker, supervisor, manager, partner/spouse, etc.);
- classification of circumstances at the time of the incident (was the employee performing usual job duties; was it a poorly lit area; was the employee rushed, working during a low staffing level, isolated or alone, unable to get help or assistance, in a community setting, or in an unfamiliar or new location);
- classification of where the incident occurred (workplace, parking lot, outside, client's home, other area, etc.);
- type of incident (physical attack without a weapon – biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting; attack with a weapon or object – firearm, knife, other object; threat of physical force or use of a weapon/object; sexual assault or threat – rape, attempted rape, physical display, unwanted verbal or physical sexual contact; animal attack; or other);
- consequences of the incident (was law enforcement contact, and if so, what was their response; actions taken to protect employees from a continuing threat or other hazards);
- information about the person completing the log (name, job title, date completed);
- any information solicited from people involved in the incident;
- witness statements;
- investigation findings.

The Company will also maintain records of identifying workplace violence hazards. These will be kept by the Company for a period of five years. Additionally, the Company will maintain training records for the period of one year. The training records will contain the following information:

- date of training;
- content or summary of the training;
- the name(s) and qualification(s) of the person(s) conducting the training; and
- the name(s) and job title(s) of the person(s) attending the training.

Training Requirements

The Company will provide training materials to employees and conduct training sessions as required by law. The training materials and sessions will include the following:

- the Company's plan, how to get a copy of the plan for free, and how to participate in developing and implementing the plan;
- definitions and requirements under the plan;

- the reporting procedure for incidents or concerns without fear of retaliation;
- any specific hazards to the workplace or the position, any corrective measures the employer has taken, how to get assistance in preventing or responding to incidents, and strategies to avoid incidents;
- information on the Violent Incident Logs and how to get copies of records; and
- a chance for interactive questions and answers.

Employees are allowed to request inspection and/or copying of these records, with the exception of investigation records.

Definitions

“Emergency” shall mean unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons.

“Threat of violence” shall mean any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

“Workplace violence:”

1. shall mean the threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury; or
2. an incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.
3. It does not include lawful acts of self-defense or defense of others.
4. There are four types of workplace violence:
 - a. “Type 1 violence” shall mean workplace violence committed by a person who has no legitimate business at the worksite, and includes violent acts by anyone who enters the workplace or approaches workers with the intent to commit a crime.
 - b. “Type 2 violence” shall mean workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors;
 - c. “Type 3 violence” shall mean workplace violence against an employee by a present or former employer, supervisor, or manager;
 - d. “Type 4 violence” shall mean workplace violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.

Weapons in the Workplace

The Company strives to provide a safe work environment free of violence for all employees working in the state of California, and recognizes the inherent risk associated with possessing weapons in the workplace. Accordingly, the Company generally prohibits the presence or use of firearms and other weapons on Company Property, regardless of whether the person is licensed to carry the weapon.

The Company also reserves the right to take legal action for the purpose of obtaining a court-issued gun violence restraining order as against any employee working in the State of California in accordance with applicable law, restricting possession, ownership, or receipt of a firearm or ammunition for a period of one to five years as granted by a court of competent jurisdiction.

The Company will further not, for the purposes of identifying any weapons or ammunition, physically inspect or search the interior of any privately owned motor vehicle of employees working in the State of California parked on Company Property without the employee owner's express consent. The Company reserves the right to visually inspect any motor vehicle located on Company Property, including Company parking lots. Employees are prohibited from possessing weapons or ammunition while operating or present in Company-owned motor vehicles. In accordance with applicable law, employees may not otherwise transport a handgun, whether loaded or unloaded, unless stored in a locked container or the motor vehicle's trunk while performing services on behalf of the Company not on Company Property.

For purposes of this policy, "Company Property" means any real property owned or controlled by the Company including parking lots.

Workplace Violence Restraining Orders

The Company may elect to obtain a court workplace violence restraining order on behalf of their employee(s) that prohibits unlawful violence and threats of unlawful violence in the workplace. The Company may seek an order if:

1. an employee has suffered unlawful violence (assault, battery, or stalking) or a credible threat of violence that was carried out or could reasonably be construed as having been carried out in the workplace and that great or irreparable harm would result to an employee; or
2. there is clear and convincing evidence of all of the following:
 - a. the employee has suffered harassment by the respondent;
 - b. that great or irreparable harm would result to an employee;
 - c. that the course of conduct at issue served no legitimate purpose; and
 - d. that the issuance of the order is not prohibited because the person engaged in constitutionally protected activity, activity protected under the federal NLRA, or the conduct was part of a legitimate labor dispute.

Before filing a petition for an order, the Company will give the aggrieved employee(s) an opportunity to decline being named in the petition.

Additionally, the Company may seek an *ex parte* gun violence restraining order enjoining the subject of the petition from having in their custody, control, owning, purchasing, possessing, or receiving a firearm or ammunition.

The Company will not discharge, retaliate, or otherwise discriminate against any employee because they requested that the Company obtain a workplace violence restraining order on their behalf.

Workplace Bullying

The Company does not tolerate bullying behavior. The Company may discipline individuals who engage in workplace bullying, up to and including employment termination.

Workplace bullying is the use of force, threats, or coercion to abuse, intimidate, or humiliate another employee. Workplace bullying includes, but certainly is not limited to, the following:

- Verbal abuse, such as the use of patently offensive, demeaning, and harmful derogatory remarks, insults, and epithets;
- Verbal or physical conduct that is threatening, intimidating, or obscene;
- Pushing, shoving, kicking, poking, tripping, assaulting, or threatening physical assault, or intentionally damaging a person's work area or property; or
- Sabotage, or deliberately subverting, obstructing, or disrupting another person's work performance.

Cyberbullying refers to bullying, as defined above that occurs through the use of a computer, cell phone, smartphone, tablet, pager, or other device that transmits electronic information, regardless of whether the device is owned by or located at the Company or connected to the Company network. Cyberbullying is also prohibited.

This policy in no way prohibits employees from engaging in activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the NLRA, which includes the right of employees to speak with others, engage in workplace debates and protest about their terms and conditions of employment.

Reporting and Response

Employees who are subject to, or witness, workplace bullying are encouraged to notify the Company's Human Resources Department immediately. The Company will promptly investigate the complaint. The Company will maintain confidentiality to the extent possible, consistent with its commitment to investigating the complaint promptly and thoroughly.

If the complaint is verified, the Company will take appropriate remedial and disciplinary action, which may include, but is not limited to, verbal or written warnings, suspension, termination of employment, counseling, and other actions. The Company will also report to law enforcement, if appropriate. The complaining party will be advised of the results of the investigation.

Anti-Retaliation

The Company strictly prohibits retaliation against an employee for making a good faith claim of bullying or for participating in good faith in an investigation of bullying.

Work-Related Injuries

An employee who sustains a work-related injury or illness should inform their immediate supervisor or the Company's Human Resources Department immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

Employees who sustain work-related injuries may receive workers' compensation benefits. See the Company's Workers' Compensation Insurance policy for more information. Employees who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the Company's leaves of absence or reasonable accommodation policies. Employees should consult with the Company's Human Resources Department for additional information.

Injury and Illness Prevention Program

The health and safety of employees and others on Company property are of critical concern to the Company. The Company strives 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 supervisor immediately; even if employees believe they have corrected the problem. Employees who suspect a concealed danger is present on the Company's premises, or in a product, facility, piece of equipment, process, or business practice for which the Company is responsible, should bring it to the attention of their supervisor immediately.

Additionally, the Company has developed a written Injury and Illness Prevention Program as required by law. A copy of the Program is available for your review from the Company's Human Resources Department. In addition to attending any training required by the Company, employees must read, understand, and observe the Injury and Illness Prevention Program provisions applicable to their job.

Drug-Free Workplace

The Company strives to provide a safe environment for employees and others and to minimize the risk of accidents and injuries. Accordingly, each employee has a responsibility to co-workers and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of illegal drugs, abused prescription drugs, or alcohol can impair reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic consequences, particularly in the home care industry. Moreover, studies have shown that impairment by controlled substances may last long after the user believes the effects to have worn off. For these reasons, the Company has adopted a policy that all employees must report to work and remain completely free of illegal drugs, abused or nonprescribed prescription drugs, and alcohol.

Drug Use/Distribution/Possession/Impairment

The Company strictly prohibits the use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation, and/or transfer of illegal drugs or other unlawful intoxicants at any time, and in any amount or any manner, regardless of occasion. “Illegal drugs” means all drugs whose use or possession is regulated or prohibited by federal, state, or municipal law. These include prescription medication that is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription. Cannabis remains illegal as a matter of federal law and therefore the use of cannabis and cannabis products is prohibited by this policy. The Company will accommodate individuals who are medically certified to use cannabis by their home state where required to do so by law, but in no case may an employee use or possess cannabis or cannabis products at work or during work time or work while impaired. Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work. Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained

Alcohol Use/Distribution/Possession/Impairment

All employees are prohibited from distributing, dispensing, possessing, or using any beverage or medicine containing alcohol while at work or on duty and from coming onto Company premises, reporting to work, or working with alcohol in their systems. Furthermore, lawful off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee’s job performance.

Prescription and Over-the-Counter Drugs

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, an employee taking medication should consult with a health care professional or review dosing directions for information about the medication’s effect on the employee’s ability to work safely, and promptly disclose any work restrictions to their immediate supervisor or the Company’s Human Resources Department. Employees are not required to reveal the name of the medication or the underlying medical condition.

The Company reserves the right to transfer, reassign, place on leave of absence, or take other appropriate action regarding any employee during the time the employee uses medication that

may affect the ability to perform safely. The Company will comply with all requirements pertaining to providing reasonable accommodations to the extent required by applicable law.

Cannabis remains illegal as a matter of federal law and therefore its use or possession in the workplace or while performing work for the Company, including being under the influence of cannabis while at work, violates this policy. The Company will endeavor to accommodate individuals with disabilities but will not accommodate the use of medical cannabis at work or excuse other policy violations related to medical cannabis possession or use on the job. Furthermore, lawful off-duty cannabis use, while generally not prohibited by this policy, must not interfere with an employee's job performance.

Counseling and Rehabilitation

Employees who voluntarily seek help for substance abuse (self-referral) by contacting the Company will be provided an opportunity to pursue counseling and rehabilitation. The Company will make available to these employees information about counseling and rehabilitation services. An employee who is receiving counseling and/or treatment for substance abuse may use available vacation, sick leave, or, if eligible, family and medical leave. Health insurance often covers the costs of such services, but costs not covered must be paid by the employee. The employee cannot return to work until released by a treatment provider to do so, and upon receiving a negative result on a return-to-work drug and/or alcohol test (as appropriate for that individual). In addition, the employee may be asked to submit to follow-up testing for a period following the return to work.

An employee's decision to seek help voluntarily will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions, or placed on leave, as appropriate. A request for help is considered voluntary only if it is made before the employee is asked to submit to any drug or alcohol test or is discovered to have otherwise violated this policy.

Smoke-Free Workplace

The Company prohibits smoking (including the use of electronic smoking devices, e-cigarettes, cigars, pipes, hookahs, etc.) in the workplace while on the clock. "No smoking" signs OR "Smoking is prohibited except in designated areas" signs are posted at each entrance. To the extent any person wishes to smoke, that person may do so only off-duty, or while taking a scheduled work break, outside our workplace or in a designated smoking area.

Employees may report violations of this policy to their supervisor, a member of management, or the Human Resources Department without fear of discipline or retaliation. Tampering with "no smoking" signs and other violations of this policy may result in disciplinary action up to and including discharge.

Company's Right to Search

The Company wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, the Company prohibits the control, possession, transfer, sale, or use of such materials on its premises to the extent permitted by

applicable law. The Company requires the cooperation of all employees in administering this policy.

Desks, lockers, and other storage devices are provided for the convenience of employees but remain the sole property of the Company. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the Company at any time, either with or without prior notice.

In addition, to ensure the safety and security of employees and customers, and to protect the Company's legitimate business interests, the Company reserves the right to question and inspect or search any employee or other individual entering or leaving Company premises or job sites. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, backpacks, shopping bags, etc. If a non-exempt employee is present during any search or inspection, the employee must report the time spent during the search or inspection as working time.

These items are subject to inspection and search at any time, with or without prior notice. The Company also may require employees to agree to reasonable inspection of their personal property and/or person while on the job or on the Company's premises. The individual may be requested to self-inspect their personal property or person by displaying the contents of any packages and/or turning out their pockets, etc., in the presence of a representative of the Company, typically a management employee of the same gender. The Company will not tolerate any employee's refusal to submit to a search.

Visitors

Restricting access to Company premises helps maintain safety standards, protect against theft, ensure security of equipment, protect confidential information, safeguard employee welfare, and avoid potential distractions and disturbances. For this reason, only authorized visitors are allowed in the workplace and all authorized visitors, including friends, family, and former associates, must register with the Company's Human Resources Department. All visitors must be escorted at all times by an employee.

Employees are not allowed to have visitors at a client's home.

Employees being visited are responsible for the actions of their guest(s). Should a guest of an employee act in such a manner that disrupts the normal working conditions of the Company or threatens the security of the Company and/or its employees, the employee accompanying the guest may be held responsible for the guest's actions and subject to disciplinary action up to and including termination of employment.

The Company reserves the right to verify the contents of packages and briefcases brought onto Company premises by visitors.

If an employee suspects or becomes aware of any unusual situation, they should immediately notify the Office Administrator.

Motor Vehicle Safety Policy

To ensure the safe operation of Company owned vehicles, personally owned vehicles used for Company business, and vehicles rented at the Company expense, employees are to adhere to the following policy. Failure to do so may result in immediate employment termination.

- a. **Compliance with Applicable Laws.** All employees operating a motor vehicle while on Company business are expected to comply with all traffic laws. Further, all employees operating a Company owned vehicle or vehicle rented at Company expense, while off or on duty, must comply with all traffic laws. Employees should drive in a courteous manner and at speeds appropriate to the road, traffic, and weather conditions.
- b. **Unauthorized Use of Company Vehicle.** An employee, while off or on duty, shall not permit a Company vehicle to be operated by any person not authorized by the Company to operate the Company vehicle.
- c. **Safety Belts.** All vehicles used for Company business will be equipped with a shoulder and seatbelt combination. The seatbelt/shoulder harness shall be worn by all occupants of the vehicles at all times. All occupants in the vehicle must be asked to wear the seatbelt/shoulder harness.
- d. **Inspection of Vehicles/Maintenance.** Employees are to conduct visual inspections of the Company vehicles, before operation. Any premature replacement of vehicles due to neglect causes an unnecessary cost burden. Cooperation is expected in maintenance of all Company vehicles and employees are expected to report any maintenance problems promptly so that repairs can be arranged.
- e. **Intoxication.** All employees are expected to be medically and physically fit when operating any vehicle for Company business and any Company vehicle, whether off or on duty. Specifically, no employee may be under the influence of drugs or alcohol while operating any vehicle on Company business, while operating any Company owned vehicle (whether off or on duty), or while operating any vehicle rented at the Company's expense (whether off or on duty).
- f. **Insurance.** Employees are to obtain auto insurance to cover the operation of their private vehicles while on Company business. The policy is to be in accordance with applicable state law, and to have policy limits of at least bodily injury of \$100,000 for each person, \$300,000 in the aggregate and \$25,000 for property damage. The Company may increase the minimum required amounts from time to time in its discretion. Proof of insurance must be submitted at the time of each policy renewal and upon request at any other time. Employees must inform the Company if there is a change of insurance coverage or carrier. Employees may not cancel their automobile insurance or lower coverage limits below the required minimums, in whole or in part, while employed by the Company in a position requiring the employee to drive their private motor vehicle. Employees who fail to provide the minimum coverage required are subject to immediate termination.

The auto liability insurance limits are the minimum the Company requires employees to maintain, however these limits of protection may or may not be adequate to cover the full extent of auto liability claims made against an employee. The Company encourages employees to consult with their agent or insurer about adequate liability protection and physical damage protection for their vehicle. Also, the Company prohibits employees from excluding the Company from their personal vehicle insurance and requires employees to notify their vehicle insurance providers of the use of their personal vehicle for business purposes.

- g. Valid Operator's License. All employees operating a vehicle on Company business or operating a vehicle owned by the Company or rented on behalf of the Company are to have a current, valid operator's license at all times.
- h. Accident Report. Any employee involved in an accident as the driver or passenger in a motor vehicle used on Company business or in a Company owned vehicle or vehicle rented at Company expense, while off or on duty, must submit an accurate, written report within 24 hours of the accident or at the beginning of the employee's next scheduled shift.
- i. Reporting Traffic Violations. All employees who operate a Company vehicle on Company business, while off or on duty, shall report all traffic violations to the Company within 24 hours of being issued a ticket or citation.
- j. Caregivers are never permitted to ride as passengers in a vehicle with a client.
- k. Employees are prohibited from the transportation of hitchhikers or any stranger in a Company vehicle or while driving on Company business. This includes operating as a ride share vehicle.
- l. Driver's License History. At any time, in its discretion, the Company reserves the right to review the motor vehicle records of each employee driving a Company vehicle or any vehicle on Company business. Depending on the results of the review of the employee's driving record, their job duties may be changed, or they may be barred from driving a Company vehicle or be terminated from employment.
- m. Coordination with Other Policies. This Motor Vehicle Safety Policy will be coordinated with other Company policies including, but not limited to, the Company's drug and alcohol policy and safety policy.
- n. Policy Compliance with Applicable Law. This policy will be interpreted and applied in accordance with applicable law. If at any time, any provision of it is at variance with applicable law, applicable law will govern.

ACKNOWLEDGEMENT AND RECEIPT

I acknowledge that I have received and read the Company's Employee Policy Manual ("**Employee Manual**").

I acknowledge that my employer is **IVNA Home Care Services, Inc. dba Right at Home Fresno** ("**[Defined Company Name]**" or the "**Company**"). I understand that each Franchisee office is independently owned and operated by a franchisee under a franchise agreement with the Franchisor. The Company is the owner and operator of a franchise, and I understand that I am employed by the Company and not the Franchisor or any other entity. The business relationship between the Company and any other business such as the franchisor does not alter or impact the fact that I am solely employed by the Company and that the Company controls, directly and indirectly, all of my terms and conditions of employment.

I understand that the Company is responsible for this Employee Manual, the policies within it, and all other terms and conditions of my employment. I agree to abide by and be bound by the rules, policies and standards specified in the Employee Manual. I further acknowledge that the Company reserves the right to revise, delete and add to the provisions of the Employee Manual, but that all such revisions, deletions or additions must be in writing. No oral statements or representations can change the provisions of the Employee Manual.

I understand that the Company has provided me various alternative channels [including anonymous and confidential channels,] to raise concerns of violations of this Employee Manual and company policies and encourages me to do so promptly so that it may effectively address such situations, and I understand that nothing herein interferes with any right to report concerns, file a charge, make lawful disclosures, participate in an investigation or hearing or communicate with any governmental authority regarding potential violations of laws or regulations, including the Equal Employment Opportunity Commission ("**EEOC**"), the National Labor Relations Board ("**NLRB**"), the Securities and Exchange Commission ("**SEC**"), or any other federal, state, or municipal agency charged with the enforcement of any laws. I also understand and acknowledge that nothing about the policies and procedures set forth in this Employee Manual should be construed to interfere with any employee rights provided under state or federal law, including Section 7 of the National Labor Relations Act ("**NLRA**").

I acknowledge that, except where required otherwise by applicable law, my employment with the Company is at-will, meaning that it is not for a specified period of time and that the employment relationship may be terminated at any time for any reason, with or without cause or notice, by me or the Company. I further acknowledge that only the owner or that person's authorized representative has the authority to enter into an agreement that alters fact that my employment is at-will and any such agreement must be in writing and signed by the owner or that person's representative. I acknowledge that employment is offered by **IVNA Home Care Services, Inc. dba Right at Home Fresno** ("**Company**"), an independently owned and operated business operating under a franchise agreement with the Franchisor. I understand that as an employee of Company, I am employed solely by Company who is responsible for this handbook, the policies set forth within it and all other terms and conditions of employment. The business relationship between Company and any other business such as the Franchisor does not alter or impact the fact that I am solely employed by Company, that Company controls, directly and indirectly, all of my terms and conditions of employment and is my sole employer.

[Signature Page Follows]

I have read and understand the above statements.

[EMPLOYEE NAME]

Signature

Printed Name

Title

Date

Your Employee Rights Under the Family and Medical Leave Act

What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you.
- Your serious mental or physical health condition that makes you unable to work.
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

How do I request FMLA leave?

Generally, to request FMLA leave you **must**:

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your **employer may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

What does my employer need to do?

If you are eligible for FMLA leave, your **employer must**:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your **employer cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your **employer must notify you in writing**:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

Where can I find more information?

Call 1-866-487-9243 or visit dol.gov/fmla to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR



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