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CALIFORNIA HANDBOOK SUPPLEMENT

Policies included in this state supplement are intended to be viewed in conjunction with WFS’s Handbook and may govern only certain employees. In the case where a state or local policy is more generous than its counterpart contained in WFS’s Handbook, the more generous policy will govern. WFS, at its option, may change, delete, or discontinue parts of this supplement.

California Policies

Discrimination, Harassment and Retaliation Prevention

Equal Employment Opportunity

In addition to the protected statuses listed in the Employee Handbook, and in accordance with the California Fair Employment and Housing Act, the Company is committed to providing equal employment opportunities to all applicants, individuals providing services in the workplace pursuant to a contract, unpaid interns, volunteers and employees without regard to the individual’s actual or perceived protected characteristics, or any combination of protected characteristics, including race (including traits associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists); ethnicity; religion; religious creed (including religious dress and grooming practices); color, sex (including childbirth, breast feeding, and related medical conditions); gender; gender identity and expression; sexual orientation; national origin; ancestry; citizenship status; uniform service member and veteran status; marital status; pregnancy; age (40 and over); protected medical conditions (including cancer and genetic conditions); genetic information; disability (mental and physical), reproductive health decision-making, medical leave or other types of leave (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act); the employee or their family member’s status as a victim of a qualifying act of violence; political affiliations; use of cannabis off the job and away from the workplace; association with an individual who has, or is perceived to have, a protected characteristic or characteristics, or any combination of protected characteristics; or any other protected status in accordance with all applicable federal, state, and local laws.

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

- An individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group;
- Marriage to or association with individuals of a national origin group;
- Tribal affiliation;
- Membership in or association with an organization identified with or seeking to promote the interests of a national origin group;

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- Attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or
- A name that is associated with a national origin group.

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

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

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

Policy Against Unlawful Harassment, Discrimination, and Retaliation

In addition to the protected statuses listed in the Employee Handbook, and in accordance with California law, WFS, Inc, strictly prohibits all forms of unlawful discrimination and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns or volunteers based on the individual's actual or perceived protected characteristics, or any combination of protected characteristics, any legally-recognized basis, including, but not limited to: race (including traits associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists); ethnicity; religion; religious creed (including religious dress and grooming practices); color, sex (including childbirth, breast feeding, and related medical conditions); gender; gender identity and expression; sexual orientation; national origin; ancestry; citizenship status; uniform service member and veteran status; marital status; pregnancy; age (40 and over); protected medical conditions (including cancer and genetic conditions); genetic information; disability (mental and physical), reproductive health decision-making, medical leave or other types of leave (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act); the employee or their family member's status as a victim of a qualifying act of violence; political affiliations; use of cannabis off the job and away from the workplace; association with an individual who has, or is perceived to have, a protected characteristic or characteristics, or any combination of protected characteristics; or any other protected status in accordance with all applicable federal, state, and local laws.

The Company is further committed to prohibiting retaliation against qualified employees who request a reasonable accommodation for any known physical or mental disability

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and employees who request a reasonable accommodation of their religious beliefs and practices. In addition, the Company will not penalize or retaliate against an employee who is or whose family member is a victim of a qualifying act of violence for requesting leave time or accommodations in the workplace to ensure the employee's safety and well-being.

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

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

All such harassment is prohibited.

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

Sexual Harassment Defined

Sexual harassment includes a broad spectrum of conduct, including harassment based on sex, gender, gender transition, gender identity of expression, or sexual orientation. Sexual harassment can occur regardless of the gender of the individuals involved. unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

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

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

- Unwanted sexual advances.
- Offers of employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering; making sexual gestures; displaying of sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages.
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about an employee's body or dress.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature; graphic verbal commentary about an individual's body; sexually degrading words to describe an individual; suggestive or obscene letters, notes or invitations.
- Physical conduct: touching, assault or impeding or blocking normal movements.
- Retaliation for reporting harassment or threatening to report sexual harassment.

An employee may be liable for harassment based on sex even if the alleged harassing conduct was not motivated by sexual desire. An employee who engages in unlawful harassment may be personally liable for harassment even if the Company had no knowledge of such conduct.

Other Types of Harassment

Harassment on the basis of any legally Protected Characteristic, as identified above, is prohibited. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. This includes conduct such as:

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

Abusive Conduct Prevention

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

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Protection Against Retaliation

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

Discrimination, Harassment, Retaliation and Abusive Conduct Complaint Procedure

Any employee who believes that they have been harassed, discriminated against, or subjected to retaliation or abusive conduct by a co-worker, supervisor, agent, client, vendor, customer, or any other third party interacting with WFS. Inc, in violation of the foregoing policies, or who is aware of such behavior against others, should immediately provide a written or verbal report to their supervisor, any other member of management, supervisor or the Human Resources Department. Complaints may also be made anonymously using the Company’s toll-free hotline, or by contacting +1 (800) 461-9330 or report their concern online:

<https://app.convercent.com/enus/Anonymous/IssueIntake/LandingPage/6be2a2d9-7b06-e611-80c8-000d3ab06827>.

If an employee alleges that their supervisor or any another manager has engaged in harassing conduct or conduct that is otherwise believed to violate this policy, the employee must report the alleged conduct to the Human Resources Department - reporting directly to the offending supervisor is not sufficient. Employees are not required to make a complaint directly to their immediate supervisor.

Supervisors and managers who receive complaints of misconduct must also immediately report such complaints to Human Resources, who will attempt to resolve issues internally. When a report is received, the Company will conduct a fair, timely, thorough and objective investigation that provides all parties with appropriate due process and reaches reasonable conclusions based on the evidence collected. The Company expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of prohibited harassment, discrimination or retaliation or regarding the alleged violation of any other Company policies. The Company will maintain confidentiality surrounding the investigation to the extent possible and to the extent permitted under applicable federal and state law.

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination. Additionally, under California law, employees may be held personally liable for harassing conduct that violates the California Fair Employment and Housing Act.

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

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

Access to Personnel Files and Payroll Records

Recognizing the confidential nature of the information in your personnel record, the Company limits access to the personnel records to you and those with proper authorization or pursuant to legal process. No documents contained in your personnel file will be released without your consent, except pursuant to legal process. Any records of medical evaluation results will be maintained in a separate file, in accordance with legal requirements, and may only be reviewed by authorized individuals.

Upon written request, current and former employees or their 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. The file will be provided in the presence of the Human Resources Department at a mutually convenient time, at the employee's expense. Employees may add their version of any disputed item to the file. Additionally, a manager may review your personnel file if you have a current reporting relationship to that manager or have been interviewed and are being considered for a position reporting to that manager. Your personnel records also are subject to review by investigative agencies, or during periodic internal audits conducted by the Company.

Within thirty (30) days of an employee's written request, or the written request of the employee's designated representative, the Company will make personnel records available as discussed below. The employee is responsible for the cost of copying the records.

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.

Only authorized members of management and Human Resources have access to an employee's personnel file. Only the 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

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personnel file to - law enforcement officials or local, state or federal agencies in accordance with applicable law.

Discussion of Wages

No employee is prohibited from disclosing the amount of their wages. The Company will not terminate, demote, suspend or otherwise discriminate or retaliate against an employee who makes such a disclosure or because an employee exercises their rights, or aids or encourages other employees in exercising their rights, under the California Equal Pay Act.

This policy does not require disclosure of wages.

Timekeeping

Nonexempt Employees

Employees who are classified as nonexempt must accurately record the time they work each day, including arrival, departure and meal break times.

When employees receive their paychecks, they should verify immediately that their working time was recorded accurately and that they were paid correctly for all hours worked.

Nonexempt employees must report *all* time worked and must *not* work any time that is not authorized by their supervisors. This means nonexempt employees must not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless directed to do so. Employees who have questions about when or how many hours they are expected to work should contact their supervisor or the Human Resources Department.

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. If any employee is directed or encouraged to incorrectly report hours worked, or to alter another employee's time records, the employee should report the incident immediately to a supervisor or the Human Resources Department.

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. 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:

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- Exempt employees who take one or more full days off for personal reasons other than sickness or disability will not be paid for such day(s) of absence, but employees may use available vacation to make up for the reduction in salary;
- Exempt employees who take one or more full days off from work due to sickness or disability will not be paid for such day(s) of absence but employees may use available sick time to make up for the reduction in salary;
- Exempt employees who work only part of the week during their first and last week with the Company will be paid only for the days actually worked;
- Exempt employees who take unpaid leave under the Family and Medical Leave Act or corresponding laws will not be paid for such days/hours of absence; and
- Exempt employees who receive an unpaid disciplinary suspension of one or more full days, imposed in good faith for a workplace conduct rule infraction, will not be paid for the days of suspension.

The Company may require an exempt employee to use available vacation, 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, as a witness or in the military or for lack of work, though deductions may be made to offset amounts an employee receives as jury or witness fees, or for military pay.

It is Company policy to comply with the salary basis requirements of the Fair Labor Standards Act (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, they should immediately report this information to the Human Resources Department or a supervisor. Reports of improper deductions will be promptly investigated, and the employee will be promptly reimbursed for any improper deduction made.

Overtime

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

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

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

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- Double the regular rate of pay for all hours worked in excess of 12 hours in a workday and in excess of eight hours on the seventh consecutive day of work in a workweek.

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

Vacation

WFS provides eligible regular full-time employees with paid vacation time, which may be used for rest and recreation or to attend to personal or family matters. Eligible employees accrue vacation on a calendar-year basis, starting January 1 of each year, following the guidelines outlined in separate time-off summaries. Employees in their probationary period are not eligible to take paid vacation unless required by applicable laws or ordinances. In the first year of employment, vacation accrual is prorated from the hire date. The Company reserves the right to mandate vacation usage in certain circumstances, as permitted by applicable law.

Vacation benefits do not accrue during the first six (6) months of employment. Beginning the first day of the employee’s seventh month of employment, eligible employees will accrue vacation as follows, subject to the indicated accrual caps:

Employee’s Continuous Length of Service	Amount of Monthly Accrual	Amount of Vacation Accrued per Year	Maximum Accrual Cap
0 – 6 months	0	0	
7 – 12 months	.833 days	5 days	
13 – 120 months	.833 days	10 days	15 days
121st month and thereafter	1.25 days	15 days	23 days

Vacation may not be accrued in excess of the applicable maximum accrual cap above. Once your unused and accrued vacation reaches the maximum cap, you will not accrue any additional vacation time until prior vacation time has been used and your accrued balance falls below the maximum accrual cap.

Consult Human Resources for detailed information on how the dollar amount of your vacation pay is calculated and the amount you are entitled to receive. The actual dollar amount that you receive while on vacation may vary according to your compensation or pay plan. To be eligible for vacation pay, you must work your last scheduled day before

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the vacation and the first scheduled day after the vacation, unless you are taking an excused absence on those days.

Vacation time is provided so that you are better able to perform your job when you return. For this reason, the Company requires employees to take their vacation and does not permit employees to take pay in lieu of time off.

Employees are encouraged to submit vacation requests in time to be scheduled and approved by your supervisor at least thirty days in advance. While every effort will be made to accommodate requests, vacation schedules must not interfere with business operations and require supervisor approval. Length of service prevails in scheduling vacation dates when two employees submit for vacation during the same time period. Also, the Company, at its sole discretion, may require you to take your vacation at a particular time, and may also refuse your application for vacation where business needs dictate. Employees who are out on a leave of absence do not accrue vacation time while they are on leave unless applicable law requires us to do so. Upon termination, accrued and unused vacation for the current year will be paid out, as required by California law. Employees are responsible for ensuring that all time-off hours are reported before their last day of employment.

Meal and Rest Periods

Meal Period

Except for certain salaried exempt employees, it is our policy to provide and afford all employees who work more than 5 hours in a work day with an uninterrupted 30 minute meal period free from all duty to begin no later than the end of the 5th hour of work and a second uninterrupted 30 minute meal period free from all duty to commence no later than the end of the 10th hour of work, should an employee work that many hours in any given day. Only in limited circumstances discussed below, can meal periods be waived. Further, unless there is a written agreement for an on-duty meal period, employees must record the beginning and ending time of their meal period(s) every day.

It is our policy to relieve you of all duty during your meal periods, so that you are at liberty to use the meal period time as you wish. You may leave the premises for your meal period if you so desire. The Company schedules all work assignments with the expectation that all employees will take their duty-free meal periods, and we encourage you to do so. You may be asked to confirm in writing that you have been relieved of all duty and otherwise provided all of your meal periods during a particular pay period, or in the alternative, identify any meal periods during which you were required to work. At no time may any employee perform off-the-clock work or otherwise alter, falsify, or manipulate any aspect of their timekeeping records to inaccurately reflect or hide meal periods or time spent working during meal periods.

Please note that no Company manager or supervisor is authorized to instruct you how to spend your personal time during a meal period. You should immediately report a manager’s or supervisor’s instruction to skip or work during a meal period to Human

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Resources. The Company strictly prohibits retaliation against any employee who reports violations of the Company’s meal period policy.

Waiver of Meal Period

You may waive your meal period only under the following circumstances:

- If you will complete your workday in 6 hours or less, you may waive your meal period as approved by your supervisor.
- If you work over 10 hours in a day, you may waive your second meal period only if you have taken your first meal period that day and you do not work more than 12 hours on that day.

You may not waive your meal periods to shorten your workday.

On-Duty Meal Period

In limited situations, certain designated employees may be authorized to work an “on-duty meal period” when the nature of the employee’s duties prevent the employee from being relieved of all duty. You will be permitted to take an on-duty meal period only if the nature of your job duties requires it and you and the Company have agreed to an on-duty meal period in writing and approved by the Human Resources Manager. In this situation, your on-duty meal period will be paid and treated as hours worked. The on-duty meal period agreement is revocable by you or the Company at any time.

The Company pays one-hour of premium pay to non-exempt employees at their regular rate of compensation for each day during which they are required by the Company to work during one or more meal periods or if the Company has not otherwise provided them with an opportunity to take one or more meal periods on any day in accordance with this policy. Because this should be an exceptional occurrence, if you are aware of such a situation, please be sure to bring it to our attention without delay. The one-hour premium will not apply in situations where the meal period is waived as permitted by law, where an employee has a lawful on-duty meal period, or if an employee personally chooses to disregard the Company’s schedules or policies providing meal periods as required by law.

Employees will be informed of scheduled meal and rest breaks by their supervisor. During rest breaks or meal breaks, employees are not required to remain on the premises and will be relieved of all duties, unless the break is an approved “on-duty” meal period as described above.

Rest Periods

The Company provides non-exempt employees with the opportunity to take a net 10-minute paid rest period for every 4 hours worked (or major fraction thereof), which should be taken so far as practicable in the middle of each four-hour work period. During your rest periods, you will be relieved of all duty so that you can enjoy this personal time. You

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may leave the premises for your rest period if you so desire. Rest breaks will be provided as follows:

Shift (Hours Worked in Day)	Number of Paid Rest Breaks
At least 3.5 and up to 6 hours	1
More than 6 and up to 10 hours	2
More than 10 and up to 14 hours	3
More than 14 hours	Continue under the above schedule

The Company generally will not authorize a rest period for employees whose total daily work time is less than 3 ½ hours. Employees are generally authorized and permitted to schedule their rest periods at their own discretion under these guidelines; however, a supervisor may ask that rest periods be scheduled to best ensure the smooth operation of their Department. Rest periods may not be combined with other rest or meal periods.

Rest periods are “on the clock” and counted as hours worked, and thus, you are not required to separately record your rest periods on your timecards or the Company’s timekeeping system. If your rest period is interrupted, you must notify your supervisor immediately so that arrangements can be made for you to take a further, uninterrupted, rest period required by Company policy. No supervisor is authorized to instruct you to waive a rest period, and rest periods cannot be used to shorten the workday or be accumulated for any other purpose. Rest periods can be waived provided they are waived by an employee without any coercion from a supervisor and the waiver is purely voluntary. You may be required to confirm that you have been provided with an opportunity to take all of your duty-free rest periods during a particular pay period (including pay periods when one or more rest periods have been voluntarily waived by you).

Please note that no Company manager or supervisor is authorized to instruct you how to spend your personal time during a rest period. You should immediately report a manager’s or supervisor’s instruction to skip or work during a rest period to Human Resources. The Company strictly prohibits retaliation against any employee who reports violations of the Company’s rest period policy.

The Company pays one-hour of premium pay to non-exempt employees at their regular rate of compensation for each day during which they are required by the Company to work during one or more rest periods or when they are not otherwise provided with an opportunity by the Company to take one or more rest periods on any day in accordance with this policy. Because this should be an exceptional occurrence, if you are aware of

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such a situation, please be sure to bring it to our attention without delay. The Company strictly prohibits retaliation against any employee who reports violations of the Company's rest period policy. The one-hour premium will not apply in situations where an employee personally chooses not to take a rest period or to disregard the Company's schedules or policies providing rest breaks as required by law.

Recovery Periods

The Company provides employees working outdoors in conditions exceeding 80 degrees Fahrenheit or indoors in conditions equaling or exceeding 82 degrees Fahrenheit with the opportunity to take an uninterrupted cool-down period of at least five (5) minutes as needed to avoid overheating. In high-heat situations when employees are working in conditions equaling or exceeding 95 degrees Fahrenheit, the Company requires employees to take a minimum of ten (10) minutes of net preventive cool-down time every two (2) hours.

Employees working outdoors are permitted to access the provided shaded area and drinking water at any time to avoid heat illness. Employees working indoors are permitted access to cool-down areas that are maintained below 82 degrees, blocked from direct sunlight, and shielded from other high radiant heat sources to the extent feasible and is either open to the air or provided with ventilation or cooling as well as drinking water at any time to avoid heat illness. Cool-down periods are counted as hours worked. You are not required to record your cool-down periods.

It is our policy to relieve employees of all duty during cool-down periods. As such, no supervisor is authorized to instruct you to waive or skip a cool-down period. You should immediately report a manager's or supervisor's instruction to skip, shorten, or work during a cool-down period to the Human Resources Manager.

The Company pays one-hour of premium pay to non-exempt employees at their regular rate of compensation for each day during which they are required by the Company to work during one or more recovery periods or if the Company has not otherwise provided them with an opportunity to take one or more recovery periods on any day in accordance with this policy. Because this should be an exceptional occurrence, if you are aware of such a situation, please be sure to bring it to our attention without delay. The one-hour premium will not apply in situations where an employee personally chooses not to take a discretionary recovery period or to disregard the Company's schedules or policies providing discretionary recovery periods as required by law.

Day of Rest

Where not exempted by applicable law, such as the Railway Labor Act, or a Collective Bargaining Agreement, the Company provides certain employees with at least one day of rest in each seven-day period they work, unless the total hours worked do not exceed 30 hours during the workweek and six hours in any one day of the workweek. However, if the nature of employment reasonably requires an employee to work seven or more

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consecutive days, the employee may receive days of rest equivalent to one day’s rest for every seven days monthly (e.g., four days of rest per calendar month).

Employees may also independently and voluntarily choose and confirm in writing not to take a day of rest. Employees wishing to do so should contact Human Resources. For questions regarding how and whether the Day of Rest policy applies to you, please contact Human Resources.

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

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

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 his or her duties in a satisfactory manner or cannot perform the duties in a manner that would not endanger his or her 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 vacation time, if applicable.

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

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Pregnancy and Pregnancy-Related Disabilities Leave and Accommodation

Pregnancy Disability Leave

Employees may take an unpaid leave of absence up to four (4) months for disabilities relating to pregnancy, childbirth, or related medical conditions (meaning a physical or mental condition intrinsic to pregnancy or childbirth). For the purposes of leave under this policy, “four (4) months” means the number of days the employee would normally

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work within four (4) calendar months (one-third of a year equaling 17 1/3 weeks), if the leave is taken continuously, following the date the pregnancy disability leave commences.

If an employee is also eligible for leave under the federal Family and Medical Leave Act (Fed-FMLA), the Fed-FMLA leave and the pregnancy disability leave will run concurrently.

Prior to the start of your pregnancy disability leave, the Company will require a statement from your health care provider indicating that you are unable to perform your job and the anticipated date of your return. In the event your leave exceeds the anticipated date of return, it is your responsibility to provide further verification from your health care provider that you are unable to perform your job and the revised anticipated date of return. If you and/or your family participate in our group health plan, the Company will maintain coverage during your pregnancy disability leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you and your family.

Employees granted leaves for pregnancy will be returned to their same or a comparable position to the extent required by state law.

Upon the advice of your health care provider, you may also be entitled to reasonable accommodation (see the discussion in the next section, below), to the extent required by law, for conditions related to pregnancy, childbirth, or related medical conditions. In addition, a transfer to a less strenuous or hazardous position or duties may be available pursuant to your request, if such a transfer is medically advisable. You should promptly notify Human Resources of your need for a reasonable accommodation as soon as reasonably possible. For more information, see the Reasonable Accommodations policy, below.

You may choose to use any available accrued paid leave benefits for an otherwise unpaid absence described above.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Reasonable Accommodations for Employees Affected by Pregnancy

In addition to any reasonable accommodations policy in the Master Employee Handbook, and in accordance with California law, the Company will also assist employees who have known limitations due to pregnancy, childbirth, or a related medical condition which includes, but is not necessarily limited to, known limitations related to breastfeeding, fertility and infertility treatments, and the termination of a pregnancy. We will make reasonable accommodations to enable such employees to continue performing the essential functions of their jobs, such as facilitating a temporary transfer following an interactive process, and if such accommodation is reasonable. Under this policy, we may modify job duties to comply with medical requirements or restrictions.

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In engaging in an interactive process to identify reasonable accommodations to enable employees to continue performing the essential functions of their jobs, the Company will not create additional positions, and the Company will not terminate another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job as a part of the accommodation process.

Examples of reasonable accommodations include: (1) modifying work schedules to provide earlier or later hours; (2) modifying work duties, practices or policies; (3) providing time off; (4) providing furniture (such as stools) and modifying equipment and devices; and (5) providing additional break time for lactation or trips to the restroom. If time off or a reduction in hours is granted as a reasonable accommodation, the Company will consider the reduced hours/time off as pregnancy disability leave and deduct those hours from an employee's four-month leave entitlement.

Advance Notice and Medical Certification

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

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

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

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

Duration

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

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

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

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

Benefits

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

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

Integration With Other Benefits

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

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

Reinstatement

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

Before employees will be allowed to return to work in their regular job following a leave of absence or transfer, they must provide the Human Resources Department with a

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certification from their health care provider that they can perform safely all of the essential duties of the position, with or without reasonable accommodation. If employees do not provide such a release prior to or upon reporting for work, they will be sent home until a release is provided. This time before the release is provided will be unpaid.

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

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

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

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

Lactation Accommodation

Employees have the right to request lactation accommodation required for employees to express breast milk, as necessary.. WFS will provide a reasonable amount of duty-free break time for employees to express breast milk for the employee's infant child each time the employee has a need to express milk. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, the lactation break time will be unpaid for nonexempt employees. Non-exempt employees should clock out for additional unpaid lactation breaks that do not run concurrently with normally scheduled meal and rest periods.

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

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."

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

If we are unable to provide a permanent space for lactation due to operational, financial, or space limitations, we will provide a temporary space other than a restroom that is near the employee's work area, shielded from view, free from intrusion while the employee is expressing milk, and has the other elements described above.

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

Any nonexempt employee who is not provided with a break as requested to express milk should immediately contact the Human Resources Department.

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

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

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

Lactation Accommodation (San Francisco)

Employees have a right to request lactation accommodation. The Company complies with the San Francisco Lactation in the Workplace Ordinance (LWO) and, in accordance with that law, will provide a reasonable amount of break time to accommodate employees who perform 56 or more hours of work in San Francisco per year and want to express breast milk for their children. Employees needing breaks for lactation purposes may use ordinary break times or may take other reasonable break time when needed. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already

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provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, the lactation break time may be unpaid for nonexempt employees.

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

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."

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, in close proximity to the employee's work area, access to a refrigerator where employees can store breast milk and access to a sink with running water.

To request a lactation accommodation, employees should contact the Human Resources Department. The Company will respond to a request within five business days and will engage in an interactive process with the employee to determine the appropriate break periods and lactation location for the employee. If the Company denies a request for lactation accommodation, it will provide a written response identifying the reason(s) for doing so.

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

Lactation is considered a pregnancy-related condition under California law. 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 requests for medical appointments, changes in schedules and other accommodations.

The Company will not discriminate or retaliate against an employee who requests or uses a lactation accommodation in accordance with this policy or otherwise exercises rights under the law.

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Leave and Accommodation for Victims of Qualifying Acts of Violence

Leave for Victims of Qualifying Acts of Violence

You may be eligible for leave under this policy if you or your family member are a victim of a qualifying act of violence, defined as domestic violence, sexual assault, stalking, or any act, conduct, or pattern that includes a) bodily injury or death to another individual; b) exhibiting, drawing, or brandishing a firearm or other dangerous weapon; or c) a reasonably perceived or actual threat to use force against another individual to cause physical injury or death, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime.

For purposes of this policy, "family member" means the employee's child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person. For purposes of this policy, a "designated person" means an individual identified by the employee at the time the employee requests leave who is related to the employee by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. The Company may limit an employee to one designated person per twelve (12) month period for leave under this policy.

Eligible employees who are a victim of a qualifying act of violence or whose family member is deceased as a result of a qualifying act of violence may receive up to twelve (12) weeks of unpaid leave under this policy. Eligible employees whose family member is a victim of a qualifying act of violence, but not deceased, may receive up to five (5) days of unpaid leave to assist in relocation purposes, and up to ten (10) days of leave in total under this policy. Eligible employees may also take unpaid time off to serve on a jury as required by law, appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding, or seek relief including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure their health, safety or welfare or that of their child.

Employees who meet or whose family member meet the definition of victim above may also be eligible to take unpaid time off to: (1) to obtain or attempt to obtain any relief such as a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the family member of the victim; (2) to seek, obtain, or assist a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence; (3) to seek, obtain, or assist a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of a qualifying act of violence; (4) to seek, obtain, or assist a family member to seek or obtain psychological counseling or mental health services related to an experience of a qualifying act of violence; (5) to participate in safety planning or take other actions to increase safety from future qualifying acts of violence; (6) to relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare; (7) to provide care to a family member who is recovering from injuries caused by a qualifying act of violence;

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(8) to seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence; (9) to prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; or (10) to seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

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

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

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

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

Employees may use accrued paid time off in order to receive compensation during the leave of absence.

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

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disclosure of information, the Company will notify the employee before any information is released.

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

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Leave under this policy may run concurrently with leave taken under local, state, or federal law, including leave taken pursuant to the California Family Rights Act or the Family and Medical Leave Act.

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

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Accommodation for Victims of Violence

WFS will make reasonable accommodations for any employee who reports that they are the victim, or a family member of a victim, of a qualifying act of violence and requests 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. Please notify Human Resources if you require such accommodation, your circumstances change and you need a new accommodation, or if you no longer need an accommodation. The Company will engage in a timely, good faith, and interactive process to determine effective reasonable accommodations.

"Qualifying act of violence" has the same meaning as described above regarding leave available for qualifying acts of violence.

Reasonable accommodations may include, but are not limited to: a transfer; reassignment; modified work schedule; change in work telephone number; permission to carry telephone at work; change in work station; installed lock; assistance in documenting domestic violence, sexual assault, stalking or another qualifying act of violence that occurs at the workplace; implemented safety procedures; any other adjustment to a job structure, workplace facility or work requirement in response to domestic violence, sexual assault, stalking or other qualifying act of violence, or referral to a victim assistance organization. The Company will engage in a timely, good-faith and interactive process with the employee to identify effective reasonable accommodations.

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Employees may also be entitled to a leave of absence under the Company's Leave for Victims of Violence policy, Leave to Attend Judicial Proceedings Related to Certain Felonies policy and/or Leave to Attend Court Proceedings for Serious Crimes policy. Employees should consult those policies and/or the 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 that the employee or the employee's family member is a victim and may request recertification every six months. Any of the following will be considered sufficient certification: a police report indicating the employee or the employee's family member was a victim; a court order protecting or separating the employee or the employee's family member from the perpetrator, or other evidence from a court or prosecuting attorney that the employee or the employee's family member has appeared in court; documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider or counselor that the employee or the employee's family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence; or any other form of documentation that reasonably verifies that the qualifying act of violence occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for an authorized purpose.

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 or retaliate against any employee because of the employee's or their family member's status as a victim, if the employee provides the Company notice of such status, the Company has actual knowledge of such status or the employee 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 Human Resources Department.

Injury and Illness Prevention Program

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

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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 or the Human Resources Department **immediately**; even if the employees believe they have corrected the problem. If an employee suspects 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, they should bring it to the attention of their supervisor the Human Resources Department **immediately**.

Additionally, the Company has developed a written Injury and Illness Prevention Program (IIPP) as required by law. A copy of the IIPP is available for employee review from the Human Resources Department. In addition to attending any training required by the Company, it is every employee’s responsibility to read, understand and observe the IIPP provisions applicable to their job.

Any workplace injury, accident, or illness **must** be reported to a supervisor or the Human Resources Department as soon as, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors or the Human Resources Department will assist employees in obtaining medical care, after which the details of the injury or accident must be reported.

California Family Rights Act (CFRA)

In accordance with the California Family Rights Act of 1993 (CFRA), the Company provides eligible employees with up to 12 weeks of unpaid leave in a 12-month period for family care and medical leave.

An employee is eligible for CFRA leave if:

- The employee has worked for the Company for at least 12 months; and
- The employee has worked at least 1,250 hours for the employer in the 12 months preceding the request for leave.

CFRA leave may be taken for the following reasons:

- Leave for the birth of an employee’s child, including time for bonding with the child after birth. Such time is available to employees regardless of sex or gender;
- Placement of a child with an employee or an employee’s spouse or registered domestic partner in connection with the adoption or foster care of the child by the employee. Such time is available to employees regardless of sex or gender;
- Leave to care for the employee’s parent, parent-in-law, child (or the child of the employee’s registered domestic partner), spouse, registered domestic partner, sibling, grandchild, grandparent, or designated person who has a serious health condition;
- Leave because of an employee’s own serious health condition that makes the employee unable to perform the functions of the job, **except** for leave taken for

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disability on account of pregnancy, childbirth or related medical conditions (see Pregnancy Disability Leave of Absence Policy); and

- A qualifying exigency (as defined below) related to the covered active duty or call to covered active duty of the individual's spouse, registered domestic partner, child, or parent in the US Armed Forces.

All of the above-referenced terms are defined in accordance with CFRA. For questions regarding these terms, please see the Human Resources Department.

“Qualifying exigency” leave related to the covered active duty or call to covered active duty of an employee’s spouse, domestic partner, child, or parent (“military member”) is available for any of the following:

- Childcare and school activities. To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
- Financial and legal arrangements. To make or update various financial or legal arrangements; or to act as the military member’s representative before a federal, state, or local agency in connection with service benefits.
- Counseling. To attend counseling (by someone other than a health care provider) for the employee, the military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.
- Temporary rest and recuperation. To spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to fifteen (15) days of leave for each instance of rest and recuperation.
- Post-deployment activities. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to ninety (90) days following termination of the military member’s active-duty status.

The relevant 12-month period used to determine eligibility for CFRA will be calculated on a rolling basis, measured backwards from the date the employee uses any such leave.

In order to qualify for CFRA leave, you must provide:

- Reasonable advance notice (at least 30 days) if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable leave, in compliance with the Company’s standard call-in procedures, absent unusual circumstances. , employees must make a reasonable effort to schedule treatment or supervision so as to avoid disrupting the Company’s operations (subject to approval of the health care provider).

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- Medical certification supporting the need for leave due to a serious health condition affecting you or a covered family member, within 15 calendar days of the Company’s request (additional time may be permitted under certain circumstances). If you fail to do so, the Company may delay the start of your leave, retract any designation of CFRA leave, or deny leave, in which case your leave of absence would be treated in accordance with our other leave of absence and attendance policies. Second or third medical opinions and periodic re-certifications may also be required.
- Appropriate documentation, within 15 days of the Company’s request (additional time may be permitted under certain circumstances), supporting the need for leave due to a qualifying military exigency. Such documentation may be in the form of a copy of the military member’s active-duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed, and the employee’s relationship to the military member.
- Periodic reports as required by the Company during the leave regarding your status and intent to return to work.
- Medical certification from your medical provider of your fitness to return to work, if the leave was due to your own serious health condition, as permitted by law.

Failure to comply with the above requirements may result in delay, denial of leave, or disciplinary action.

The Company will inform you whether you are eligible for leave under CFRA. Should you be eligible for CFRA leave, the Company will provide a notice that specifies any additional information required as well as your rights and responsibilities. The Company will also inform you if leave will be designated under CFRA and, to the extent possible, note the amount of leave counted against your leave entitlement. If you are not eligible for CFRA leave, the Company will provide a reason for the ineligibility.

Eligible employees may take CFRA leave in a single block of time, intermittently (in separate blocks of time), or by reducing their normal work schedule (including the elimination of required overtime) when medically necessary for the serious health condition of the employee or to care for a covered family member. Eligible employees may also take intermittent or reduced-schedule leave for military qualifying exigencies. Employees who require intermittent or reduced-schedule leave for planned medical treatment must make a reasonable effort to schedule their leave so that it will not unreasonably disrupt the Company’s operations. For the birth of or care for a newly born child, or for the adoption or foster-care placement of a child, intermittent leave must be taken in increments of at least two (2) weeks, with shorter increments allowed on any two (2) occasions. For all other kinds of CFRA leave, intermittent leave may be taken in increments of at least one (1) hour.

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While an employee is taking CFRA leave, the Company will maintain and pay for group health coverage at the same level and under the same conditions that coverage would have been provided if the employee had not taken leave. If an employee fails to return to work after CFRA leave for certain reasons, the Company may recover from the employee the health insurance premium it paid on the employee's behalf during the CFRA leave.

Use of CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave. Consult Human Resources to review the applicable plan document for all information regarding eligibility, coverage, and benefits

Except as otherwise provided by applicable law, upon returning from CFRA leave, employees shall be restored to the same or comparable position which they held prior to taking leave. Employees taking CFRA leave for their own serious health condition may also be required to provide a fitness-for-duty certification upon their return to work.

If you fail to return to work as scheduled or fail to contact the Company after your CFRA leave expires, you will be subject to the Company's standard leave of absence, attendance, and other policies. Likewise, following the conclusion of your CFRA leave, the Company's obligation to maintain your group health plan benefits may end (subject to any applicable COBRA rights). If you are unable to return to work after CFRA leave, you must notify Human Resources. If the Company becomes aware of the need for additional leave, the Company will engage in an interactive process to determine whether the condition is a disability for which additional unpaid leave may be provided as a reasonable accommodation.

In most circumstances, CFRA leave will run concurrently with FMLA, SDI, PFL and any applicable local ordinance whenever the leave qualifies under both laws. In such case(s), the aggregate amount of CFRA leave and/or FMLA leave shall not exceed twelve (12) workweeks in a twelve (12) month period. One notable difference between the CFRA and FMLA, is that, under the following circumstances, CFRA leave will not run concurrently with FMLA leave:

- CFRA leave for birth of an employee's registered domestic partner's child, including time for bonding with the child.
- CFRA leave for placement of a child for adoption or foster care with an employee's registered domestic partner.
- CFRA leave to care for an employee's registered domestic partner, registered domestic partner's child, parent-in-law, grandparent, grandchild, sibling, or a designated person who has a serious health condition.
- FMLA leave taken for disability on account of pregnancy, childbirth, or related medical conditions. (See Family and Medical Leave Act Policy in Employee Handbook for more information).

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- Additional FMLA leave to care for a Covered Servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the Covered Servicemember (See Family and Medical Leave Act Policy for more information)

During periods of unpaid CFRA leave, employees may substitute any available sick or vacation leave.

While on a leave of absence, employees are prohibited from holding other employment, including self-employment, not held immediately prior to the start of the leave. In other words, an employee who has another job in addition to the employee's job with the Company may continue working that job while on leave from the Company if medically able to do so, but such an employee may not seek and hold other employment to replace the employee's employment with the Company while on leave. This policy remains in force during all leaves of absence including CFRA leave and violation may result in disciplinary action, up to and including immediate termination of employment.

Providing false or misleading information or omitting material information in connection with a request for CFRA leave may result in disciplinary action, up to and including immediate termination.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Employees with questions about CFRA leave are encouraged to speak with the Human Resources Department. Employees will not be subject to discrimination or retaliation for exercising their rights under this policy.

Medical Leave of Absence

Employees who are ineligible for leave under the federal Family and Medical Leave Act and California Family Rights Act discussed below, or who have exceeded their leave allotment under those laws, are nonetheless eligible for medical leave according to the following policy:

Employees are eligible for unpaid leaves of absence for medical reasons. Medical reasons may include illness, injury, medical and surgical procedures, and related medical conditions. You must request a leave of absence if you will be unable to work for medical reasons for a period in excess of three (3) consecutive days. Such requests are subject to management approval and must be made as soon as possible. Each request must be accompanied by a certification from your treating physician or Company approved physician which states that you are unable to work and provides the duration of leave that you require. The Company reserves the right to have employees on a medical leave of absence examined by a physician of the Company's choice. The Company may require periodic physician's verification of your inability to work. Misrepresenting the reason for applying for a leave of absence may result in disciplinary action, up to and including termination.

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During a medical leave of absence, the Company’s medical insurance plan documents will determine whether you and your eligible dependents may continue your health insurance coverage under the Company’s plan. If you remain eligible for such coverage you must pay your share of the premium the same as if you continued working. If you are not eligible to continue coverage under the Company’s plan you will be issued a COBRA notice and given the option of continuing coverage at your own expense. The plan document ultimately governs your eligibility for and entitlement to these benefits.

The duration of a medical leave of absence will depend not only on the length of time your doctor certifies you need but also how much time can be provided as a reasonable accommodation without your absence causing the Company to suffer an undue hardship. Upon your return from a medical leave of absence, we will attempt to return you to your regular job if it is available. If it is not available, you will be placed in a similar job for which you are deemed by management to be qualified if such a job is available. If no jobs are available at the time, you will be given preferential consideration for any position for which you apply and for which you are deemed by management to be qualified following your notifying the Company in writing that you are ready and able to return to work.

Failure to report to work as scheduled following a leave of absence without notifying the Company of your need for additional leave can result in dismissal. Employees who are out on leaves of absence will not accrue such benefits as vacation or holiday pay during their leaves of absence.

You should speak directly with Human Resources prior to taking a leave to ensure your understanding of all of your obligations to the Company while on leave, such as reporting and verification obligations, and your obligations to pay health insurance premiums, if applicable. Failure to comply with Company policy may substantially affect your ability to return to work and/or result in the loss of health insurance coverage.

Other Employment

While on a leave of absence, employees are prohibited from holding other employment, including self-employment, not held immediately prior to the start of the leave. In other words, an employee who has another job in addition to the employee’s job with the Company may continue working that job while on leave from the Company if medically able to do so, but such an employee may not seek and hold other employment to replace the employee’s employment with the Company while on leave. This policy remains in force during all leaves of absence including a medical leave and violation may result in disciplinary action, up to and including immediate termination of employment.

Fraud

Providing false or misleading information or omitting material information in connection with any medical leave will result in disciplinary action, up to and including immediate termination.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

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State Mandated Insurance Benefit Programs

State Disability Insurance (SDI)

The Company is required by law to deduct a certain amount from your pay to provide State Disability Insurance (“SDI”). SDI benefits are payable when you cannot work because of illness or injury unrelated to your employment. For information concerning these benefits, contact the California Employment Development Department (“EDD”), which administers the SDI program.

California employees who are temporarily disabled by a non-work-related injury or illness (including disability due to pregnancy-related conditions) may be eligible to receive benefits through the SDI program. Please note this program is run and administered by the state of California, not WFS. Employees may also be eligible for SDI if they return to work on a reduced basis while recovering from a disability, if they are transferred to a lower-paying position due to their disability, or when they are receiving temporary workers' compensation at a rate less than the daily SDI benefit amount.

To be eligible for SDI benefits, employees must have earned at least \$300 from which SDI deductions were withheld during their base period (generally, the 12 months prior to the quarter in which the claim is made).

SDI benefits are not paid during the first seven consecutive days of any period of disability. SDI benefits begin on the eighth consecutive day of a disability and may continue being paid up to a maximum of 52 weeks or the amount of wages earned in the employee's base period for calculating benefits, whichever is less. The weekly benefit amount is generally 60 or 70 percent (effective January 1, 2025, either 70 percent or 90 percent, as determined by the State) of the employee's earnings (depending upon the employee's income), with benefits capped according to a state-imposed maximum weekly benefits amount.

Employees will generally not be eligible to receive SDI benefits if they are receiving workers' compensation, permanent disability, or unemployment. Employees cannot collect both SDI benefits and California Paid Family Leave (PFL) benefits concurrently. However, employees may use any accrued but unused vacation or sick leave prior to receiving SDI benefits. Employees may also choose to use accrued but unused vacation or sick leave to supplement SDI benefits received; if the employee chooses to do so, the Company will integrate all paid benefits so that the employee will not be paid more than their regular compensation at any time.

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

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Employees must file their claim for SDI benefits no later than 49 days after becoming disabled. Employees will also be required to provide certification of the disability from a health care provider. Employees may file a claim for SDI benefits with the California Employment Development Department (EDD) through SDI Online at <https://edd.ca.gov/Disability/>.

Paid Family Leave (PFL)

The Company is also required by law to deduct a certain amount from your pay to fund the Paid Family Leave (“PFL”) program. California PFL provides up to 8 weeks of paid benefits (the State determines the amount, which is typically 70 or 90% of wages) (70 or 90% of wages in a 12-month period to eligible employees who take time off from work under the circumstances described below. Please note this program is run and administered by the state of California, not WFS. Inc.

Eligible employees may apply to take PFL for the following qualifying reasons:

- To care for a seriously ill child, spouse, parent, parent-in-law, grandparent, grandchild, sibling, spouse or registered domestic partner;
- To bond with a new child following birth, adoption or foster placement (must be taken during the first year after the child’s birth, adoption or foster placement); and
- To participate in a qualifying exigency related to the covered active duty or call to covered active duty of certain family members (spouse, registered domestic partner, parent or child) regarding military deployment to a foreign county.

All of the above-referenced terms are defined in accordance with the California PFL law.

To be eligible for PFL, full-time and part-time employees must have contributed to the State Disability Insurance program through mandatory payroll deductions at some point during the previous 18 months.

Despite its name, PFL does not provide you with any leave entitlement or time off. Rather, it is a benefit that you apply for when on an otherwise approved leave of absence pursuant to Company policy. Employees may elect to use available paid sick or vacation leave or other available paid leave benefits during receipt of PFL benefits. You must notify the Company if you intend to file for PFL benefits.

PFL benefits will run concurrently with FMLA, CFRA or any other applicable law when the leave qualifies under both laws.

Employees with questions about what constitutes a serious health condition and/or how to file a claim for PFL benefits are encouraged to speak with the Human Resources Department. Employees can also visit <https://edd.ca.gov/en/disability/paid-family-leave/> for additional information, or contact the California Employment Development Department (“EDD”), which administers the PFL program. All claims for PFL benefits must be submitted directly to the California EDD. The EDD ultimately determines whether you are eligible to receive PFL benefits. You will not be eligible for PFL benefits if you are receiving

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State Disability Insurance, Unemployment Compensation Insurance, or Workers' Compensation benefits.

Employees will not be subject to discrimination or retaliation for exercising their rights under this policy.

School or Childcare Activities Leave

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

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

"Parent" includes a parent, guardian, stepparent, foster parent or grandparent of, and a person who stands in the place of a parent (*in loco parentis*) to, a child.

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

- The school or childcare 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 childcare;
- Behavioral or discipline problems;
- Closure or unexpected unavailability of the school or childcare provider (excluding planned holidays); and
- 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 childcare provider activities or enroll a child in school or with a childcare provider) must provide reasonable advance notice to their supervisor or the Human Resources Department. Employees needing time off to address a childcare provider or school emergency must provide notice to their supervisor or the Human Resources Department as soon as practicable.

The Company may require employees to provide documentation from the school or childcare 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 WFS, only one parent - the first to provide notice - may take the time off, unless WFS approves both parents taking time off simultaneously.

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Employees may substitute any existing vacation time or other accrued paid time off (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 unpaid time off when required, in accordance with California law, to attend a portion of a school day in the classroom of their child or ward in connection with the suspension of their child from school

To be eligible for leave, 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 needing 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.

The Company will not terminate, threaten, demote, suspend or in any other manner discriminate against an employee because they take time off in accordance with this policy. However, employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Unpaid Family School Partnership Leave

The Company encourages its employees to be involved in the education of their children. Parents, guardians, step-parents, foster parents, grandparents, or individuals standing in loco parentis with custody of school age children (K-12) are eligible for up to forty (40) hours of unpaid leave each year, not to exceed eight (8) hours in any calendar month, to participate in school-related activities of their children or their registered domestic partner's children. Employees may also take such leave to find, enroll, or re-enroll their child in a school or with a licensed childcare provider, or to participate in activities of the school or licensed childcare provider, or to address childcare provider or school emergencies.

You must personally notify your supervisor and the Human Resources Manager as soon as you learn of the need for a planned use of this leave. You will not be allowed time off if you do not provide your supervisor with adequate notice. The Company may require verification of the school-related activity. You are requested to schedule activities such as parent/teacher conferences during non-work hours. Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

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You may choose to use any accrued vacation/PTO time, if available, for an absence described above.

Paid Sick Leave under HWHFA

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

Eligibility

All employees working in California for the Company and who have worked at least 30 or more days in California within a year of their employment with the Company are eligible to receive sick leave under this policy. Eligible employees under this policy do not include individuals who are eligible under a California local sick leave law, who will be provided sick leave under the applicable local sick leave policy only.

Accrual and Carryover of Leave (Accrual Method and Frontloading)

Certain eligible employees begin to accrue sick leave under the “accrual method” on their first day of employment with the Company or their date of eligibility under this policy, whichever is later. Under the “accrual method,” leave accrues per the maximum time limits described below. For certain other eligible employees, sick leave is subject to the “frontloading method,” whereby they receive 40 hours of sick leave at the beginning of each calendar year, with leave prorated for newly hired employees. Unlike the “accrual method,” leave under the “frontloading method” does not accrue Please see Human Resources for more information regarding whether and how your leave is accrued and/or frontloaded. The illustrations below explain how accrual methods and frontloading applies under this policy.

Accrual Method

Sick leave accrues at a rate of one hour for every 30 hours worked, up to an overall accrual cap of 80 hours or the equivalent of 10 workdays (based on the employee's work schedule), whichever is greater. Once an employee's sick leave balance reaches their overall accrual cap, no further sick leave will accrue until previously accrued sick leave is used. Employees will not be given retroactive credit for any period of time in which they do not accrue sick leave because their balance was at the accrual cap. Beginning on the 90th day of employment, eligible employees may begin to use paid sick leave as it is accrued, up to a maximum of forty (40) hours or five (5) days of paid sick leave per year. Employees may not use accrued paid sick leave in increments of less than two (2) hours. Unused sick leave will carry over to the next year, up to a maximum of eighty (80) hours or ten (10) days of accrued paid sick leave.

For accrual purposes, exempt employees are assumed to work 40 hours per workweek, unless their normal workweek is fewer than 40 hours per week, in which case sick leave accrues based upon the employee's normal workweek. Nonexempt employees accrue sick leave based on all hours worked, including overtime.

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Employees may carry over all accrued but unused sick leave from one benefit year to the next. For purposes of this policy, the benefit year is the calendar year. The Company does not pay out any unused sick leave at year-end in lieu of carryover.

Frontloading Method

As with the accrual method, sick leave under the frontloading method runs from the beginning of each calendar year. Certain eligible employees subject to the “frontloading method” will receive forty (40) hours or five (5) days of paid sick leave each year. Beginning on the 90th day of employment, employees may begin to use paid sick leave. This benefit does not accrue. Unused sick time will not be carried over from year to year. At the beginning of each sick leave year, employees will be granted the full forty (40) hours or five (5) days of paid sick leave. Sick leave cannot be taken in increments of less than two (2) hours.

Employees can determine the amount of sick leave available for use by reviewing the ESS Mobile App.

Using Leave

Newly hired employees cannot use sick leave until their 90th calendar day of employment with the Company.

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

Covered Reasons for Use

Leave under this policy may be used in connection with the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or the employee’s family member. “Family member” for purposes of this policy includes a spouse, registered domestic partner, child (regardless of the child’s age), parent (including a stepparent or parent-in-law), grandparent, grandchild, sibling, or a designated person. “Designated person” for the purposes of this policy is a person identified by the employee at the time the employee requests paid sick days. Employees will be limited to identifying one (1) designated person per twelve (12) months period. Leave under this policy may also be used as follows: (1) by an employee to serve as required by law on an inquest jury or trial jury; (2) by an employee who is a victim of a qualifying act of violence, including domestic violence, sexual assault, stalking, or an act that causes bodily injury or death, involves the brandishing of a dangerous weapon, or involves a threat of violence, to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding; and (3) by an employee who is a victim of a qualifying act of violence to obtain victim relief, including, but not limited to, to obtain a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of themselves or their child.

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In addition, leave under this policy may also be used by an employee who is a victim or whose family member is a victim of a qualifying act of violence to do the following: (1) obtain victim relief, services, or counseling; (2) seek aid or medical attention; (3) participate in safety planning or legal proceedings; (4) relocate; (5) provide care to family members who are victims; (6) assist family members obtain legal services; or (7) secure childcare if necessary to ensure the safety of the child.

Notice Required

If the need to use sick leave is foreseeable, such as for prescheduled medical appointments and court dates in domestic violence cases, employees must make a good-faith effort to provide reasonable oral or written advance notice of an absence from work to the Human Resources Department. If the need to use sick leave is unforeseeable, employees must provide notice to the Human Resources Department as soon as practicable.

The employee should include the anticipated duration of the absence, when possible.

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

Verification of Absence

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

The Company will keep confidential health information of the employee or employee's family member, as well as information related to qualifying acts of violence perpetrated against the employee or their family member, in accordance with federal, state and local law.

Discipline for Unprotected Use of Leave

Discipline, up to and including termination, may be taken against an employee who uses sick leave for a purpose not covered by, or in a manner not consistent with, the HWHFA. In addition, discipline, up to and including termination, may be taken against an employee who violates this policy's requirements concerning requesting, using, recording, verifying, and/or documenting use of sick leave.

Rate of Pay

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

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Separation From Employment and Rehire

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

If an employee is rehired within one year of employment ending, the employee's previously accrued but unused sick leave balance will be reinstated and made available for use in accordance with the HWHFA.

No Discrimination or Retaliation

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

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

Additional Information

Leave under this policy may run concurrently with leave taken under local, state, or federal law, including leave taken pursuant to the California Family Rights Act or the Family and Medical Leave Act. Employees who have questions about this policy should contact Human Resources, including any request for detailed information on how the dollar amount of your sick pay is calculated and the amount you are entitled to receive. The actual dollar amount that an employee receives may vary according to the compensation plan of the employee.

Paid Sick Leave (San Diego)

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

Eligibility

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

Accrual and Carryover of Leave (Accrual Method and Frontloading)

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Certain eligible San Diego employees begin to accrue sick leave under the “accrual method” on their first day of employment with the Company or their date of eligibility under this policy, whichever is later. Under the “accrual method,” leave accrues per the maximum time limits described below under the “accrual method.” For certain other eligible employees, sick leave is subject to the “frontloading method,” whereby they receive 40 hours of sick leave at the beginning of each calendar year, with leave prorated for newly hired employees. Unlike the “accrual method,” leave under the “frontloading method” does not accrue. Please see Human Resources for more information regarding whether and how your leave is accrued and/or frontloaded for employees based in San Diego.

Employees can determine the amount of sick leave available for use by reviewing the ESS Mobile App.

Covered Reasons for Use for San Diego ESLO Leave

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

- An employee's physical or mental illness, injury, or medical condition; diagnosis, care, or treatment of an existing health condition; other medical reasons, such as pregnancy or obtaining a physical examination; or preventive care.
- A family member's physical or mental illness, injury, or medical condition; diagnosis, care, or treatment of an existing health condition; other medical reasons, such as pregnancy or obtaining a physical examination; or preventive care.
- Closure of the employee's place of business by order of a public official due to a public health emergency.
- Closure of a child's school or childcare provider by order of a public official due to a public health emergency.
- If the employee or the employee's family member is a victim of a qualifying act of violence 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, their child, or a family member);
 - Seek, obtain, or assist a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence;
 - Seek, obtain, or assist a family member to seek or obtain, services from a domestic violence shelter, program, rape crisis center, or victim services organization as a result of a qualifying act of violence;
 - Seek, obtain, or assist a family member to seek or obtain, psychological counseling or mental health services related to an experience of a qualifying act of violence;
 - Participate in safety planning and take other actions to increase safety from future qualifying acts of violence;

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- Relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or daycare;
- Provide care to a family member who is recovering from injuries caused by a qualifying act of violence;
- Seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence;
- Prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; or
- Seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

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

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

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

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

For purposes of this policy, a "qualifying act of violence" means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime against the employee or their family member:

- Domestic violence;
- Sexual assault;
- Stalking; or
- An act, conduct, or pattern of conduct that includes any of the following:
 - In which an individual causes bodily injury or death to another individual;
 - In which an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or

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- o In which an individual uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

Notice Required

If the need to use sick leave is foreseeable, such as for prescheduled medical appointments and court dates in domestic violence cases, employees must make a good-faith effort to provide reasonable advance notice of an absence from work to the Human Resources Department. If the need to use sick leave is unforeseeable, employees must provide notice to the Human Resources Department as soon as practicable.

The employee should include the anticipated duration of the absence, when possible.

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

Verification of Absence

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

The Company will keep confidential the health information of the employee or employee's family member, as well as information related to qualifying acts of violence perpetrated against the employee or employee's family member, in accordance with federal, state and local law.

Discipline for Unprotected Use of Leave

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

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

Rate of Pay

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

Separation From Employment and Rehire

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

If an employee is rehired within one year of employment ending, the employees previously accrued but unused sick leave balance will be reinstated and made available for use in accordance with the HWHFA and the ESLO.

No Discrimination or Retaliation

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

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

Additional Information

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

Paid Sick Leave (Los Angeles)

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

Eligibility

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

Accrual and Carryover of Leave - (Accrual Method and Frontloading)

Certain eligible Los Angeles employees begin to accrue sick leave under the "accrual method" on their first day of employment with the Company or their date of eligibility under this policy, whichever is later. Under the "accrual method," leave accrues per the maximum time limits described below under the "accrual method." For certain other eligible employees, sick leave is subject to the "frontloading method," whereby they receive 40 hours of sick leave at the beginning of each calendar year, with leave prorated

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for newly hired employees. Unlike the “accrual method,” leave under the “frontloading method” does not accrue. Please see Human Resources for more information regarding whether and how your leave is accrued and/or frontloaded for employees based in San Diego. The illustrations below explain how accrual methods and frontloading are applied under this policy.

Covered Reasons for Use of Los Angeles Paid Sick Leave

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

- The diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.
- If the employee or the employee's family member is a victim of a qualifying act of violence 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, their child, or a family member);
 - Seek, obtain, or assist a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence;
 - Seek, obtain, or assist a family member to seek or obtain, services from a domestic violence shelter, program, rape crisis center, or victim services organization as a result of a qualifying act of violence;
 - Seek, obtain, or assist a family member to seek or obtain, psychological counseling or mental health services related to an experience of a qualifying act of violence;
 - Participate in safety planning and take other actions to increase safety from future qualifying acts of violence;
 - Relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or daycare;
 - Provide care to a family member who is recovering from injuries caused by a qualifying act of violence;
 - Seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence;
 - Prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; or
 - Seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

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

- Spouse;
- Registered domestic partner (as defined by state or local law);
- Child (including a biological, adopted, or foster child, stepchild, legal ward, the child of a domestic partner or a child to whom the employee stands *in loco parentis*);

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- Parent (including a biological, adoptive, or foster parent, stepparent, the parent of a spouse or domestic partner or a person who stood *in loco parentis* when the employee was a minor child)
- Legal guardian;
- Sibling;
- Grandparent;
- Grandchild;
- Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship; or a
- Designated person.

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

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

For purposes of this policy, a "qualifying act of violence" means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime against the employee or their family member:

- Domestic violence;
- Sexual assault;
- Stalking; or
- An act, conduct or pattern of conduct that includes any of the following:
 - In which an individual causes bodily injury or death to another individual;
 - In which an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or
 - In which an individual uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

Notice Required for Use of Los Angeles Paid Sick Leave

If the need to use sick leave is foreseeable, such as for prescheduled medical appointments and court dates in domestic violence cases, employees must make a good-faith effort to provide reasonable advance notice of an absence from work to the Human Resources Department. If the need to use sick leave is unforeseeable, employees must provide notice to the Human Resources Department as soon as practicable.

The employee should include the anticipated duration of the absence, when possible.

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

Verification of Absence

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

The Company will keep confidential the health information of the employee or employee's family member, as well as information related to qualifying acts of violence perpetrated against the employee or employee's family member, in accordance with federal, state and local law.

Discipline for Unprotected Use of Leave

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

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

Rate of Pay

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

Separation From Employment and Rehire

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

If an employee is rehired within one year of employment ending, the employee's previously accrued but unused sick leave balance will be reinstated and made available for use in accordance with the HWHFA and the LAMWO.

No Retaliation or Discrimination

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

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

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Additional Information

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

Paid Sick Leave (San Francisco)

The Company provides eligible employees with sick leave pursuant to California's Healthy Workplaces Healthy Families Act (HWHFA) and the San Francisco Paid Sick Leave Ordinance (PSLO). The Company will comply with all applicable requirements of the law that is more favorable to employees. For most employees in California, the state's HWHFA provides the more generous requirements.

Eligibility

All employees who work at least 56 hours in San Francisco in a calendar year for the Company are eligible to receive sick leave under this policy. Please see Human Resources with questions regarding San Francisco's PSLO.

Discipline for Unprotected Use of Leave

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

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

Rate of Pay

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

Separation From Employment and Rehire

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

If an employee is rehired within one year of employment ending, the employee's previously accrued but unused sick leave balance will be reinstated and made available for use in accordance with the HWHFA and the PSLO.

No Discrimination or Retaliation

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

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

Additional Information

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

Supplemental Compensation for New Child Bonding (San Francisco)

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

Eligibility

Employees are eligible for benefits under the PPLO if they:

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

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

Definitions

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

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

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

Required Documentation for Supplemental Compensation

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

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

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

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

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

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

Duration and Timing of Supplemental Compensation

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

Calculation of Supplemental Compensation

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

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

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

Termination From Employment

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

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

Protected Rights

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

Civic Duties

The Company encourages all employees to accept their civic responsibilities. To promote citizenship, the Company is pleased to assist you in the performance of your civic responsibilities.

Court Attendance and Witness Duty

If you receive a subpoena to appear in court, please notify your supervisor immediately. Unless court attendance or witness duty is work-related (in which case such leave will be paid), the Company provides non-exempt employees with unpaid leave when necessary to prepare for and/or participate in court proceedings.

Exempt employees will continue to receive their regular salary for any week in which they perform any work while also participating in court proceedings or on witness duty, pursuant to state and federal law.

Employees will not be required to use vacation, sick leave, or any other accrued paid leave benefits, though employees may choose to use any available vacation during any period of unpaid witness duty. Employees who are released from court proceedings or witness service before the end of their regularly scheduled shift or who are not asked to serve as a witness are expected to call their supervisor as soon as possible and report to work if requested.

Jury Duty

If you receive a jury duty summons, please notify your supervisor immediately so your supervisor may plan the department's work with as little disruption as possible.

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While non-exempt employees are on jury duty, the Company will pay the difference between their basic rate of pay and the total amount of pay they receive from serving as a juror, for up to one (1) week per calendar year.

Exempt employees will continue to receive their regular salary for any week in which they perform any work while on jury duty, pursuant to state and federal law.

Employees will not be required to use vacation, sick leave, or any other accrued paid leave benefits, though employees may choose to use any available vacation during any period of unpaid jury duty. Employees who are released from jury service before the end of their regularly scheduled shift or who are not asked to serve on a jury panel are expected to call their supervisor as soon as possible and report to work if requested.

Voting Leave

The Company believes that employees should have the opportunity to vote in any state or federal election, general primary, or special primary. Any employee whose work schedule does not provide sufficient time to vote while polls are open will be granted up to two (2) hours off from work with pay to vote. Voting leave will only be paid for non-exempt employees.

Exempt employees will continue to receive their regular salary for any week in which they perform any work while taking off time to vote, pursuant to state and federal law.

To the extent permitted by law, we may select the hours you are excused to vote. Please notify your supervisor of the need for voting leave as soon as possible. Upon return from leave, the Company may require you to provide proof of having voted, such as a voting sticker.

Election Officer Leave

The Company will not terminate, suspend or otherwise discriminate against employees who miss work to serve as an election officer on Election Day.

Time off under this policy will be unpaid.

The Company asks that employees provide reasonable advance notice of the need for time off to serve as an election official, so that the time off can be scheduled to minimize disruption to normal work schedules.

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

Leave for Organ and/or Bone Marrow Donation

Employees who have been employed for at least ninety (90) days and who provide written verification to the Company that they are an organ or bone marrow donor are entitled to receive a paid job-protected leave of absence that may be taken in one or more periods in order to donate.

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Eligible organ donors are entitled to a paid leave of absence not to exceed thirty (30) business days in any one-year period of time. Such employees may also be eligible for an additional unpaid leave of absence not to exceed thirty (30) business days in any one-year period of time if they have exhausted all available sick leave. Employees will be required to use up to two (2) weeks of their vacation or sick leave except when doing so would violate a collective bargaining agreement.

Eligible bone marrow donors are entitled to a paid leave of absence not to exceed five (5) business days in any one-year period. Employees will be required to use up to five (5) days of their vacation or sick leave for bone marrow donor leave except when doing so would violate a collective bargaining agreement. The one-year period is measured from the date the eligible employee's leave begins and will consist of twelve (12) consecutive months. Leave under this policy does not run concurrently with leave taken pursuant to the California Family Rights Act or the Family and Medical Leave Act.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

While on organ donor or 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 his or her 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 he or she did not take a leave. For example, if an employee on organ donor or bone marrow donor leave would have been laid off had he or she 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 organ donor or bone marrow donor leave in accordance with this policy. However, employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Military Leave

In addition to the rights and benefits provided under the Military Service policy in the Handbook, California employees who are members of the state military reserves (such as the reserve corps of the United States Armed Forces, California National Guard, or Naval Militia), will be provided with at least 17 days of unpaid leave per year for military duty. Military duty includes training, drills, encampment, naval cruises, special exercises, and other similar activities.

To the extent that the Military Service policy in the Company Handbook provides greater leave rights and pay, California employees are entitled to the greater benefit. Employees may elect, but are not required to, use available vacation leave during any portion of an unpaid military leave.

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Employees seeking to take military and reserve duty leave are required to provide the Human Resources Department with reasonable notice of their intent to take such leave.

Military Spouse Leave of Absence

In addition, if your spouse or registered domestic partner qualifies as military personnel, and you work an average of twenty (20) hours per week for the Company, you may take up to 10 days of unpaid leave during the time your military spouse (including a same-sex spouse) or registered domestic partner is home on leave during a period of military deployment as a member of: (1) the Armed Forces of the United States deployed to an area of military conflict designated as a combat theater or combat zone by the President of the United States; or (2) the National Guard or Reserves deployed during a period of military conflict. For purposes of this policy “military conflict” includes “a period of war declared by the United States Congress” or a period of deployment for which a member of the Reserves is ordered to active duty either by the Governor or the President of the United States.

Employees must provide 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 available vacation leave 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.

Supplemental Compensation for Military Leave (San Francisco)

Eligible employees are entitled to receive Supplemental Compensation under the San Francisco Military Leave Pay Protection Act (MLPPA) during a qualifying military leave for up to 30 days in a calendar year.

Eligibility

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

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

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

Calculating Supplemental Compensation

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

Duration and Timing of Supplemental Compensation

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

Notice/Documentation for Supplemental Compensation

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

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

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

In the absence of such documentation, the Company will request that the employee provide their military rank and total number of years of military service to enable the

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Company to calculate gross military pay based on the current basic pay rate chart provided by the Defense Finance and Accounting Service (DFAS).

Repayment of Supplemental Compensation

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

Protected Rights

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

Emergency Responder Leave

To the extent required by law, employees who are volunteer firefighters, reserve peace officers, members of a disaster medical response team, or emergency rescue personnel ("Emergency Rescue Personnel") may receive unpaid leave to perform their duties in the case of an emergency. If you qualify as state-sponsored or requested Emergency Rescue Personnel, please alert your supervisor so that your supervisor is aware of the fact that you may have to take time off under this policy. In the event that you need to take time off under this policy, please alert your supervisor in writing as far in advance as possible. You must provide the Company with appropriate documentation evidencing your performance of responsibilities under this policy upon returning to work.

A "volunteer firefighter" includes any person registered as a volunteer member of a regularly organized fire department of: (1) 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 (2) an unincorporated town.

"Emergency rescue personnel" includes any volunteer or paid officers, employees or members of a fire department or fire protection or firefighting agency who perform first aid

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

Emergency Rescue Personnel will also be allowed to take a temporary, unpaid leave of absence, not to exceed a total of 14 calendar days of leave per year to engage in fire, law enforcement or emergency rescue training.

All time off taken under this policy is unpaid, except that exempt employees will be paid when required under applicable law. You may choose to use any accrued vacation or sick leave time, if available, for an absence described above.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Civil Air Patrol Leave

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

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

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

Leave taken under this policy is unpaid except that exempt employees will be paid when required by applicable law. Employees will not be required to exhaust accrued vacation or sick leave or any other type of accrued leave prior to taking unpaid Civil Air Patrol leave but may choose to use such benefits during leave to receive pay.

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

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Leave for Victims of Felony Crimes

To the extent required by law, employees who are victims of certain specified felony crimes, or who are an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim, may receive unpaid time off from work to attend judicial proceedings related to that crime.

Additionally, employees who are victims of such crimes may take unpaid time off from work to be heard at any proceeding, 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.

To take this leave, you must provide the Company in advance with a copy of the notice of the proceeding. If advance notice is not possible, you must provide the Company with appropriate documentation evidencing your attendance at the judicial proceeding upon returning to work.

You may choose to use any accrued vacation time, if available, for an absence described above.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Leave to Attend Judicial Proceedings Related to Certain Felonies

In addition to any other leaves describes in the Handbook or the California Supplement regarding leaves for victims of certain violent crimes, WFS 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, sibling, stepsibling, parent or stepparent.

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 a reasonable time after the absence, documentation evidencing the judicial proceeding from (1) the court or government agency setting the hearing; (2) the district attorney or prosecuting attorney's office; or (3) the victim/witness office that is advocating on behalf of the victim.

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

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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

WFS also 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 advance notice is not feasible. Employees who take an unscheduled absence must provide the Company with a certification within a reasonable time after the absence, such as: a police report indicating the employee was a victim of one of the specified serious criminal offenses; a court order protecting or separating the employee from the perpetrator of one or more of the specified offenses, or other evidence from the court or prosecuting attorney that the employee has appeared in court; or documentation from a medical professional, domestic violence counselor or advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries resulting from being a victim of one of the specified serious criminal offenses.

Confidentiality of the situation, including an employee's request for 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.

Bereavement Leave

An eligible employee may take up to five days of bereavement leave in the event they miss regularly scheduled workdays due to the death or funeral of a family member of the employee's family. For purposes of this policy, a "family member" is a spouse, domestic partner, child, parent, parent-in-law, sibling, grandparent or grandchild.

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

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

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Bereavement leave is unpaid, except that an employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee.

The Company may request documentation of the family member's death. Employees must provide supporting documentation within 30 days of the first day of the leave. Acceptable documentation includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. Such documentation will be maintained as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

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

The Company will not retaliate or discriminate against an employee for taking bereavement leave provided under this policy or for giving information or testimony as to their own bereavement leave, or another person's bereavement leave, in an inquiry or proceeding related to rights guaranteed under California's bereavement leave law. Further, the Company will not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under California's bereavement leave law. Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Reproductive Loss Leave

Eligible employees, regardless of sex or gender, may receive up to five (5) days of unpaid reproductive loss leave following a reproductive loss event. A “reproductive loss event,” is defined as “the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.” Eligible employees who experience more than one reproductive loss event will be limited to 20 unpaid days within a rolling 12-month period.

Employee Eligibility for Reproductive Loss Leave

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

Definitions

“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.

“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.

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“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.

“Assisted reproduction” means a method of achieving a pregnancy through an artificial insemination or an embryo transfer and includes gamete and embryo donation.

“Assisted reproduction” does not include any pregnancy achieved through sexual intercourse.

Using Leave

Eligible employees may take leave in a single block of time or intermittently within three (3) 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 pregnancy disability leave, leave under the California Family Rights Act, or any other leave entitlement under state or federal law, the employee may complete their reproductive loss leave within three (3) months of the end date of the other leave.

All time off in connection with a reproductive loss event, as defined above, should be scheduled with your supervisor. The Company will make reasonable efforts to safeguard the employee’s privacy with respect to a request for reproductive loss leave. Employees are encouraged to request leave under this policy without fear of retaliation.

You may choose to use any available accrued paid benefits, if available, such as any accrued and available sick leave or vacation leave for an absence described above.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Exempt employees may be provided time off with pay for any of the above leaves when necessary to comply with state and federal wage and hour laws.

Accommodation for Adult Literacy Programs

The Company provides reasonable accommodation and assistance to an employee who reveals a literacy problem and requests assistance to enroll in an adult literacy education program unless doing so will result in an undue hardship to the company’s business operations. Examples of assistance include providing employees with the location of local literacy programs and arranging for jobsite visits by literacy education providers, as well as leave time to attend such programs.

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

While the Company encourages employees to improve their literacy skills, the Company will not reimburse employees for the costs incurred in attending a literacy program. Time off to attend literacy programs may be provided as a reasonable accommodation unless doing so will result in an undue hardship. However, if time off is provided, the time off may be unpaid. If time off is unpaid, employees wishing to take such leave may utilize their existing paid time off in lieu of unpaid leave.

Alcohol and Drug Policy

In addition to the provisions of the Alcohol and Drug Policy in the Company’s Employee Handbook, while working or on the Company’s premises, employees are also prohibited from (a) having any such illegal drugs or unauthorized, mind-altering, or intoxicating substances in their system (b) having excessive amounts of otherwise lawful controlled substances in their systems, or (c) being impaired by cannabis or THC-containing products. Nothing in this policy prohibits the lawful use of cannabis or THC-containing products when an employee is not working and not on Company property so long as an employee is not impaired by psychoactive THC when reporting to work.

Employee Rights in Emergencies

Employees are permitted to leave work or refuse to report to work during an “emergency condition.” An “emergency condition” is defined to mean (i) conditions of disaster or peril caused by natural forces or a criminal act, or (ii) an order to evacuate a workplace, worksite, an employee’s home, or the school of an employee’s child. Notably, an “emergency condition” does not include a health pandemic.

Employees must provide advance notice of the emergency condition requiring them to leave or refuse to report to the workplace or worksite. If advance notice is not feasible, employees must provide notice as soon as possible.

The Company will not take any adverse action against employees for refusing to report to, or leaving, a workplace or worksite within the affected area if the employee has a reasonable belief that the workplace or worksite is unsafe. Furthermore, the Company will not prevent employees from accessing their mobile device or other communications device to seek emergency assistance, assess the safety of the situation, or communicate with a person to verify their safety.

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Mobile and Electronic Devices

Reimbursement

Unless authorized by the Company, using a personal mobile device for work is not a necessary part of the job and is strictly prohibited. If you feel that your job duties require use of a mobile device, please seek authorization from a supervisor prior to using your personal mobile device for work. To the extent possible, and where applicable, employees should conduct Company business by using Company-provided phones rather than by their personal mobile devices.

The Company reimburses employees for business expenses reasonably incurred in performing their duties, including employees' mandatory use of their personal mobile device. If your job requires you to use your personal mobile device, such usage will generally be reimbursed at a reasonable rate. If you believe that the business that is being conducted via your mobile device results in an expense to you that is greater than what the Company is offering, please contact Human Resources.

Reimbursement for any expense will only be made upon the employee's timely submission of a request for reimbursement along with sufficient documentation, such as receipts. It is the employee's responsibility to seek reimbursement for business expenses, as the Company can only reimburse expenses for which it receives a request and sufficient documentation.

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