

# Brighter Bites

# Employee Handbook



August 20, 2025

## **ABOUT THIS HANDBOOK/DISCLAIMER**

We prepared this handbook to help employees find the answers to many questions that they may have regarding their employment with Brighter Bites. Please take the necessary time to read it.

We do not expect this handbook to answer all questions. Supervisors and the Human Resources Department also serve as a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. Brighter Bites adheres to the policy of employment at will, which permits Brighter Bites or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

No Brighter Bites representative other than the CEO may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Brighter Bites documents. These Brighter Bites documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general Brighter Bites guidelines. Brighter Bites may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the employee and the CEO.

This handbook supersedes all prior handbooks.

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## Section 1 - GOVERNING PRINCIPLES OF EMPLOYMENT

### 1-1. INTRODUCTION

On behalf of Brighter Bites, let me extend a warm and sincere welcome to employees commencing with us.

For employees who have been with us, thanks for your past and continued service.

I extend my personal best wishes for success and happiness here at Brighter Bites. We understand that it is our employees who provide the services that our customers rely upon, and who will enable us to create new opportunities in the years to come.

Brighter Bites and Insperity are in a co-employment work relationship. This means that Brighter Bites handles the day-to-day operations related to its core business. Insperity handles the administrative responsibilities, such as payroll processing and benefits, and supports the company with human resource issues. You should have already signed an Employment Agreement outlining your employment relationship with Insperity.

Contact your supervisor or an Insperity payroll or the Human Resources Department if you have any questions.

Rich Dachman, CEO

### 1-2. EQUAL EMPLOYMENT OPPORTUNITY

Brighter Bites is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, pregnancy-related conditions, and lactation), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances. Brighter Bites's management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs, and general treatment during employment.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the employee's supervisor. Brighter Bites will not allow any form of retaliation against employees who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact the employee's supervisor. To ensure the workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

### 1-3. DRUG-FREE AND ALCOHOL-FREE WORKPLACE

To help ensure a safe, healthy, and productive work environment for our employees and others, to protect Brighter Bites property, and to ensure efficient operations, Brighter Bites has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for Brighter Bites.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale, or distribution of controlled substances (including medical marijuana), drug paraphernalia, or alcohol by an individual anywhere on Brighter Bites premises, while on Brighter Bites business (whether or not on Brighter Bites premises) or while representing Brighter Bites, is strictly prohibited. Employees and other individuals who work for Brighter Bites also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact the employee's ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this exception does not extend any right to report to work under the influence of lawful recreational or medical marijuana or to use such as a defense to a positive drug test, to the extent the employee is subject to any drug testing requirement, except as permitted by and in accordance with applicable law.

Violation of this policy will result in disciplinary action, up to and including discharge.

Brighter Bites maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. Brighter Bites encourages employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs or jeopardizes the health and safety of any Brighter Bites employee, including themselves.

As a condition of continued employment, all employees must comply with this policy. An employee who engages in an activity prohibited by this policy shall be subject to disciplinary action, up to and including immediate termination of employment. Contact the Employee Assistance Program (EAP) for information about the availability of treatment programs such as assistance provided by Insperity's health care plan coverage or drug and alcohol abuse rehabilitation and education programs. This policy is not intended to replace or otherwise alter applicable U.S. Department of Transportation obligations or any other federal, state or local agency drug testing regulations related to a particular industry.

#### **1-4. WORKPLACE VIOLENCE**

Brighter Bites is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Brighter Bites and personal property.

Brighter Bites does not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, Brighter Bites specifically discourages employees from engaging in any physical confrontation with a violent or potentially violent individual. However, Brighter Bites does expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Brighter Bites policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or supervisor; attempts to sabotage the work or equipment of a

co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

### **Prohibited Conduct**

Threats, threatening language or any other acts of aggression or violence made toward or by any Brighter Bites employee WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto Brighter Bites premises.

### **Procedures for Reporting a Threat**

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede Brighter Bites's ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If Brighter Bites determines, after an appropriate good faith investigation, that someone has violated this policy, Brighter Bites will take swift and appropriate corrective action.

If the employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for Brighter Bites to be aware of any potential danger in its offices. Indeed, Brighter Bites wants to take effective measures to protect everyone from the threat of a violent act by employees or by anyone else.

## **1-5. ANTI-HARASSMENT**

Brighter Bites and Insperity are committed to a work environment in which all individuals are treated with respect and dignity and are free from all forms of harassment and discrimination. Any form of harassment, even when not unlawful or directed at a protected category, is prohibited and will not be tolerated. All employees, including supervisors, co-workers, vendors, contractors, customers or other third parties, are expected to adhere to this policy.

Reported or suspected occurrences of harassment or discrimination will be promptly and thoroughly investigated. Following an investigation, Brighter Bites and Insperity will promptly take any necessary and appropriate disciplinary action.

Brighter Bites and Insperity will not permit or condone any acts of retaliation against anyone who files or cooperates in the investigation of harassment or discrimination complaints.

1. The term "harassment" includes harassment based on any category protected by federal, state or local law, which may include, but is not limited to, unwelcome slurs, jokes, or verbal, graphic or physical conduct relating to an individual's race (including hair texture and hairstyles), color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status, veteran status (including protected veterans), marital status, registered domestic partner or civil union status, familial status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to,

cancer related or HIV/AIDS related), genetic information, or sexual orientation.

2. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:

1. Submission to such conduct is an explicit or implicit term or condition of employment;
2. Employment decisions are based on an employee's submission to or rejection of such conduct; or
3. Such conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

### Complaint Procedure

Brighter Bites and Insperity provide you with a convenient and reliable method for reporting incidents of alleged harassment, including sexual harassment, and discrimination. Any employee who feels harassed or discriminated against is encouraged to immediately inform the alleged offender that the behavior is unwelcome. In many instances, the person is unaware their conduct is offensive and this action alone may often resolve the problem. If the informal discussion with the alleged offender is unsuccessful in remedying the problem, or if you do not feel comfortable with such an approach, you should immediately report the conduct to your immediate supervisor, manager or company owner and the Insperity Anti-Harassment Hotline number at 844-677-3030. We cannot resolve a harassment or discrimination problem, unless we know about it. Therefore, it is your responsibility to bring those kinds of problems to our attention so we can take the necessary steps to correct any problems. The report should include all facts available to you regarding the alleged harassment, sexual harassment, or discrimination.

When you call the Insperity Anti-Harassment Hotline, please be sure to leave your name, Insperity employee identification number or the last four digits of your social security number, and the name of the client company for which you work. If you wish to make an anonymous complaint, you may do so. However, the scope of our investigation may be limited based on the information you provide.

### Confidentiality

All reports of alleged harassment, sexual harassment, or discrimination will be treated seriously. Confidentiality will be maintained to the extent possible. However, to conduct a thorough investigation, certain information may need to be disclosed to other individuals, including the alleged offender. Consequently, absolute confidentiality cannot be promised and cannot be guaranteed.

### Investigative Procedure

Once a complaint of alleged harassment, sexual harassment, or discrimination is received, we will begin a prompt and thorough investigation. The investigation may include interviews with all involved employees, including the alleged harasser, and any employees who are aware of facts or incidents alleged to have occurred.

Following an investigation, Brighter Bites and Insperity will promptly take any necessary and appropriate disciplinary action. Disciplinary action will be taken if the investigation reveals that an employee has acted in a manner that is not in alignment with the goals of this policy. Brighter Bites and Insperity may address any workplace issue discovered during an investigation. This may include some or all of the following steps:

1. Restore any lost terms, conditions, or benefits of employment to the complaining employee.
2. Discipline the alleged harasser. This discipline may include written disciplinary warnings, transfer,

demotion, suspension and/or termination of employment.

If the alleged harassment, sexual harassment, or discrimination is from a vendor, contractor, customer or other third party, Brighter Bites and Insperity will take appropriate action to stop the conduct.

If you have made a complaint but feel that the action taken in response has not remedied the situation, you should make an additional complaint following the complaint procedure outlined in this policy.

#### Duties of Employees and Supervisors

All employees of the Company, both management and non-management, are responsible for assuring that a workplace free of harassment, sexual harassment, and discrimination is maintained. Any employee may file a complaint regarding incidents experienced personally or incidents observed in the workplace. The Company strives to maintain a pleasant work environment where all employees are able to effectively perform their work without interference of any type and requests the assistance of all employees in this effort.

All managers and supervisors are responsible for doing all they can to prevent and discourage harassment, sexual harassment, and discrimination from occurring. If a complaint of harassment, sexual harassment or discrimination is raised, the individual to whom the complaint is made (i.e., supervisor, manager, company owner) should act promptly to notify the Insperity Anti-Harassment hotline number at 844-677-3030 so an investigation may promptly proceed. The Company and Insperity may discipline any managers or supervisors who fail to follow this policy, which discipline may include termination.

#### **1-6. REASONABLE ACCOMMODATIONS & INTERACTIVE DIALOGUE**

Brighter Bites is committed to complying with applicable federal, state, and local laws governing reasonable accommodations of individuals, including, but not limited to, the Americans with Disabilities Act (ADA) and the Pregnant Workers Fairness Act (PWFA). To that end, Brighter Bites will endeavor to make a reasonable accommodation to applicants and employees who have requested an accommodation without regard to any protected classifications, or for whom Brighter Bites has notice may require such an accommodation, related to an individual's:

- Disability, meaning any physical, medical, mental, or psychological impairment, or a history or record of such impairment;
- Sincerely held religious beliefs and practices;
- Needs as a victim of domestic violence, sex offenses, or stalking;
- Needs related to pregnancy, childbirth, or related medical conditions; and/or
- Any other reason required by applicable law, unless the accommodation would impose an undue hardship on the operation of our business.

Reasonable accommodations can take many forms. For example, reasonable accommodations for pregnancy, childbirth, or related medical conditions include but are not limited to things such as the ability to carry or keep water near and drink, as needed; allowing the employee additional restroom breaks; allowing the employee whose work requires standing to sit and whose work requires sitting to stand; allowing the employee breaks, as needed, to eat and drink; accommodations related to lactation; time off to recover from childbirth; modification of equipment; appropriate seating; temporary transfer to a different position that the employee is able to perform; restructuring job duties; light duty; or a modified work schedule. Brighter Bites will work with the employee to determine what accommodation is appropriate for the employee, given the

employee's unique circumstances, that does not impose an undue hardship on Brighter Bites.

Any employee who would like to request an accommodation based on any of the reasons set forth above should contact the employee's supervisor. Accommodation requests can be made in writing using a form which can be obtained from the employee's supervisor. If the employee who has requested an accommodation has not received an initial response within five (5) business days, they should contact Human Resources Department.

Unless otherwise required by law, Brighter Bites may request that the employee provide supporting documentation. Cooperating with Brighter Bites by returning requested information in a timely fashion is required.

After receiving a request for an accommodation or learning indirectly that the employee may require such an accommodation, Brighter Bites will engage in an interactive dialogue with the employee.

Even if the employee has not formally requested an accommodation, Brighter Bites may initiate an interactive dialogue under certain circumstances, such as when Brighter Bites has knowledge that employee's performance at work has been negatively affected and a reasonable basis to believe that the issue is related to any of the protected classifications set forth above, in compliance with applicable law. In the event Brighter Bites initiates an interactive dialogue, it should not be construed as Brighter Bites's belief the employee requires an accommodation, but will serve as an invitation for the employee to share with Brighter Bites any information the employee desires to share, or to request an accommodation.

The interactive dialogue may take place in person, by telephone, or by electronic means. As part of the interactive dialogue, Brighter Bites will communicate openly and in good faith with the employee in a timely manner in order to determine whether and how Brighter Bites may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, Brighter Bites will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the employee. Brighter Bites is not required to provide the specific accommodation sought by the employee, provided the alternatives are reasonable and either meet the specific needs of the employee or specifically address the employee's limitations. As part of the interactive dialogue, Brighter Bites reserves the right to request supporting documentation to the maximum extent permitted by applicable law.

Brighter Bites will endeavor to keep confidential all communications regarding requests for reasonable accommodations and all circumstances surrounding the employee's underlying reason for needing an accommodation.

Brighter Bites will not allow any form of retaliation against employees who have requested an accommodation, for whom Brighter Bites has notice may require such an accommodation, or who otherwise engage in the interactive dialogue process.

Employees with questions regarding this policy should contact the employee's supervisor.

## Section 2 - OPERATIONAL POLICIES

### 2-1. YOUR EMPLOYMENT RECORDS

In order to obtain their position, employees have provided personal information, such as address and telephone number. This information is contained in their personnel file.

Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach employees in a crisis could cause a severe health or safety risk or other significant problem.

To ensure that your personnel file is up-to-date at all times, update your file through Insperity Premier at <http://portal.insperity.com> with any changes in your name, telephone number, home address, withholding instructions, number of dependents, beneficiary designations, or the individuals to notify in case of an emergency. You may update your file through the Insperity Premier™ at <http://portal.insperity.com>. Assistance may also be provided through the Insperity Contact Center at 866-715-3552, 7AM-7PM CT Monday-Friday.

Employees should also provide updates of any specialized training or skills they acquire, as well as any changes to any required visas to the employee's supervisor.

### 2-2. WORKING HOURS AND SCHEDULE

Employees will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of the business, at some point Brighter Bites may need to change individual work schedules on either a short-term or long-term basis.

Employees will be provided meal and rest periods as required by law. A supervisor will provide further details.

### 2-3. TIMEKEEPING PROCEDURES

Employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt employees may not start work until their scheduled starting time.

It is the employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a supervisor, who will attempt to correct legitimate errors. Failure to comply with this policy may result in progressive disciplinary actions.

## **2-4. OVERTIME**

Like most successful companies, Brighter Bites experiences periods of extremely high activity, additional work may be required. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) their regular hourly wage for all time worked in excess of 40 hours each workweek, unless otherwise required by applicable law. Employees may work overtime only with prior management authorization. For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Monday and ends 168 hours later at 12 a.m. on the following Monday.

## **2-5. TRAVEL TIME FOR NON-EXEMPT EMPLOYEES**

### **Overnight, Out-of-Town Trips**

Non-exempt employees will be compensated for time spent traveling (except for meal periods) during their normal working hours, on days they are scheduled to work and on unscheduled work days (such as weekends). Non-exempt employees also will be paid for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be limited absent advance management authorization.

### **Out-of-Town Trips for One Day**

Non-exempt employees who travel out of town for a one-day assignment will be paid for all travel time, except for, among other things: time spent traveling between the employee's home and the local railroad, bus or plane terminal; and meal periods.

### **Local Travel**

Non-exempt employees will be compensated for time spent traveling from one job site to another job site during a workday. The trip home, however, is non-compensable when the employee goes directly home from the final job site, unless it is much longer than the regular commute home from the regular worksite. In such case, the portion of the trip home in excess of the regular commute is compensable.

### **Commuting Time**

Under the Portal to Portal Act, travel from home to work and from work to home is generally non-compensable. However, if a non-exempt employee regularly reports to a worksite near their home, but is required to report to a worksite farther away than the regular worksite, the additional time spent traveling is compensable.

If compensable travel time results in more than 40 hours worked by a non-exempt employee, the employee will be compensated at an overtime rate of one and one-half (1.5) times the regular rate.

To the extent that applicable state law provides greater benefits, state law applies.

## 2-6. SAFE HARBOR POLICY FOR EXEMPT EMPLOYEES

It is Brighter Bites's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Those classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for Brighter Bites. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- full-day absences for personal reasons;
- full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt employee's full-day absences due to sickness or disability before the employee has qualified for the plan, policy or practice or after the employee has exhausted the leave allowance under the plan);
- full-day disciplinary suspensions for infractions of our written policies and procedures;
- Family and Medical Leave Act absences (either full- or partial-day absences);
- to offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- the first or last week of employment in the event the employee works less than a full week; and
- any full work week in which the employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

- partial day absences for personal reasons, sickness or disability;
- an absence because Brighter Bites has decided to close a facility on a scheduled work day;
- absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and
- any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), they should immediately contact Human Resources Department or any other supervisor in Brighter Bites with whom the

employee feels comfortable.

## **2-7. YOUR PAYCHECK**

Employees will be paid bi-weekly for all the time worked during the past pay period.

Payroll stubs itemize deductions made from gross earnings. By law, Brighter Bites is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received.

If there is an error in any employee's pay, the employee should bring the matter to the attention of Human Resources Department immediately so Brighter Bites can resolve the matter quickly and amicably.

Paychecks will be given only to the employee, unless the employee requests that they be mailed or authorizes in writing that another person may accept the check.

## **2-8. DIRECT DEPOSIT**

Brighter Bites strongly encourages employees to use direct deposit. Authorization forms are available from Human Resources Department.

## **2-9. SALARY ADVANCES**

Brighter Bites does not permit advances on paychecks or against accrued paid time off.

## **2-10. PERFORMANCE REVIEW**

Depending on the employee's position and classification, Brighter Bites endeavors to review performance annually. However, a positive performance evaluation does not guarantee an increase in salary, a promotion or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

In addition to these formal performance evaluations, Brighter Bites encourages employees and supervisors to discuss job performance on a frequent and ongoing basis.

## **2-11. RECORD RETENTION**

Brighter Bites acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against Brighter Bites and its employees and possible disciplinary action against responsible individuals (up to and including discharge of the employee). Each employee has an obligation to contact the Human Resources Department to inform them of potential or actual litigation, external audit, investigation or similar proceeding involving Brighter Bites that may have an impact on record retention protocols.

## 2-12. JOB POSTINGS

Brighter Bites is dedicated to assisting employees in managing their careers and reaching their professional goals through promotion and transfer opportunities. This policy outlines the online job posting program which is in place for all employees. To be eligible to apply for an open position, the employees must meet the following requirements:

- Be a current, regular, full-time or part-time employee;
- Maintain an overall performance of satisfactory or above;
- Meet the job qualifications listed on the job posting; and
- Provide their current manager with notice prior to applying for the position.

If an employee is interested in applying for an open position and meets all eligibility requirements, they must submit their resume to the hiring manager in order to be considered for the position. Not all positions are guaranteed to be posted. Brighter Bites reserves the right to seek applicants solely from outside sources or to post positions internally and externally simultaneously.

For more specific information about the program, please contact the Human Resources Department.

## 2-13. ARTIFICIAL INTELLIGENCE

Brighter Bites recognizes that the use of artificial intelligence (AI) tools can potentially assist employees with the performance of job duties. However, there are many risks. To ensure the protection of confidential information and the integrity of our operations, as set forth below, all employees who wish to use AI tools must receive management approval and, if granted, comply with the below best practices.

**Evaluation of AI tools.** Employees must evaluate the utility and security of any AI tool before using it. This includes reviewing the tool's security features, terms of service, and privacy policy. Employees also should review the reputation of the tool developer and any third-party services used by the tool. But most importantly, employees must receive management approval prior to using any AI tool after explaining the manner in which it will be used and the benefits to the business.

**Protection of confidential data.** In using any AI tool, employees must not upload or share any confidential, proprietary, or protected data without prior written approval from the immediate manager. This includes data related to customers, employees, or partners. Similarly, employees must ensure any AI tool does not utilize confidential or copyrighted information of a third party.

**Access control.** Employees must not give access to any AI tools approved for business use to anyone outside Brighter Bites without prior approval from the immediate manager and implementation of processes as required to meet security compliance requirements. This includes sharing login credentials or other sensitive information with third parties.

**Compliance with security policies.** Employees must apply the same security best practices we use for all Brighter Bites and customer data. This includes using strong passwords, keeping software up-to-date, and following Brighter Bites's data retention and disposal policies.

## 2-14. OPEN DOOR POLICY

All employees have the opportunity to express ideas and opinions to management. Brighter Bites believes that open communication is essential to a successful work environment, as well as to Brighter Bites's success. All employees may express ideas and opinions directly to Brighter Bites management. Employees who would like to bring an idea or suggestion to Brighter Bites's attention, or just simply wishes to discuss an issue not covered by a separate reporting procedure, are always welcome to send an email or make a call to Human Resources Department.

## 2-15. ONBOARDING

Brighter Bites intends the onboarding process for new team members to be transparent, smooth and welcoming, allowing Brighter Bites to appropriately pay new employees for the hours/days they work according to the regular Brighter Bites pay schedule without delay and ensuring compliance with federal, state, and local laws. To this end, new hires must complete the onboarding process prior to beginning work with Brighter Bites.

Items Requiring Completion Prior to Employee Start Date:

- Background Check
  - New hire/candidate to submit within 48 hours of signing offer letter
  - Typical timeframe is 2-5 days to complete once the candidate submits data, but may take longer with extenuating circumstances.
- Insperity Onboarding
  - I-9 form
  - W-4 form
  - Direct deposit form for payroll
  - Employee Handbook review/acknowledgment
  - Other acknowledgments

In order to comply with this policy, managers must provide notice of at least 10 business days prior to a new employee's anticipated start date, understanding the start date may need to be pushed later if the elements above are not yet complete prior to scheduled start date.

If extenuating circumstances prevent a new hire from completing the HR onboarding elements prior to their first day of employment with Brighter Bites, it is the supervisor's responsibility to ensure they complete these items on their first day, as part of their general onboarding/training. The supervisor must contact the Human Resources Department if the new employee has questions or encounters challenges in completing these items. If these items are not completed on the first day of employment, the employee will not be allowed to continue working until these items are complete.

## **2-16. PROFESSIONAL DEVELOPMENT REIMBURSEMENT**

Brighter Bites is pleased to offer professional development reimbursement to all full-time staff. This Policy stems from the view that professional development and continuous learning are necessary to maintain the quality of the Brighter Bites staff and their continued readiness and ability to contribute effectively to the mission and goals of Brighter Bites.

All professional development expenses must have prior approval. Brighter Bites will reimburse approved expenses, contingent upon available budget, up to the following amounts per calendar year:

- Coordinator- \$400
- Senior Operations Coordinator- \$500
- Manager - \$600
- Senior Manager- \$800
- Director - \$1,000

Prior to incurring any expenses, you must submit a Professional Development Expense Request form to your immediate supervisor. Once approval is obtained, you can proceed with signing up for a course and booking any necessary travel. All of your expenses should be submitted as part of the regular monthly reimbursement process along with the completed expense request form showing supervisor approval.

Expenses covered for approved development opportunities include conference / course tuition or fees, training materials, and related travel expenses for out of town trips (per diem, car rental/mileage, hotel, etc.). Brighter Bites will allow for up to two (2) days of paid time off to attend professional development opportunities with supervisor approval.

## **2-17. INSPERITY EDUCATIONAL ASSISTANCE**

The Insperity Educational Assistance Program is designed to encourage eligible employees to acquire additional education to maintain or improve skills that will be beneficial to the employee. For more information, visit your Insperity portal and navigate to Benefits and then click the Educational Assistance link under the Additional Benefits heading.

## **2-18. BIOMETRIC TIMEKEEPING**

Brighter Bites, its co-employer, Insperity, and its and their service providers, and/or the licensor of Brighter Bites time and attendance software utilizes biometric technology systems (“Systems”) to collect, store, and use biometric data for the purpose of identifying employees, processing your pay, and for recording your work start and end times when utilizing the Brighter Bites’s biometric timeclocks or timeclock attachments. This policy replaces and supersedes all previous Brighter Bites policies related to biometric data. Brighter Bites reserves the right to amend this policy at any time.

Biometric timeclocks are computer-based systems that scan an employee’s finger or hand, or other physical characteristics for purposes of identification. The computer system extracts unique data points along the finger(s)/hand and creates a unique mathematical representation of the biometric data used to verify the employee’s identity, for example, when the employee arrives at or departs from the workplace.

**Definitions:** Biometric data means legally protected personal information about an individual's physical characteristics that can be used to identify that person. The Illinois Biometric Information Privacy Act, 740 ILCS 14/1, et seq. ("BIPA"), regulates the collection, storage, use, and retention of "biometric identifiers" and "biometric information" in Illinois. As used in this policy, biometric data includes "biometric identifiers" and "biometric information" as defined in BIPA. "Biometric identifier" means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry. "Biometric information" means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual. Several other states have their own biometric laws also.

**Voluntary Participation:** Brighter Bites will not collect an individual's biometric data or otherwise obtain it without the employee's prior written consent. Consent to the collection, storage and use of Brighter Bites' biometric timekeeping system is voluntary and an alternate method of collection of work time is available upon request. Employee's can revoke their consent by notifying Brighter Bites in writing.

**Security of Data:** Brighter Bites will use a reasonable standard of care to store, transmit, and protect from disclosure or dissemination any biometric data collected. Storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which the company stores, transmits, and protects from disclosure other confidential and sensitive information that is used to uniquely identify an individual.

**Retention and Destruction:** Brighter Bites collects, stores, and uses biometric data throughout active employment. Brighter Bites shall retain employee biometric data only until the initial purpose for collecting or obtaining such identifiers or information has been satisfied or within three years of employee's last interaction with Brighter Bites, whichever occurs first, and shall request that its co-employers, Insperity, and its and their service providers, and/or the licensor of the Brighter Bites' time and attendance software vendors permanently destroy such data when, the first of the following occurs: (a) the initial purpose for collecting or obtaining such biometric data has been satisfied, or (b) within three (3) years of the employee's last interaction with Brighter Bites.

**Disclosure and Limitation on Use:** Brighter Bites will not sell, lease, trade, or otherwise profit from any biometric identifier or biometric information collected. Brighter Bites has carefully selected its co-employer, Insperity, service providers vendors/software providers/business partners who provide or use the company's biometric technology, including the licensor of the company's time and attendance software, and who share the company's commitment to protecting confidential and sensitive information.

Biometric data from the Brighter Bites's systems may be shared with its co-employer, Insperity and its and their service providers, vendors/software providers/business partners/licensor for timekeeping and payroll or security purposes. However, any biometric data obtained through the company's biometric technology systems will otherwise not be disclosed or disseminated other than as outlined in this policy.

Neither the company nor its co-employer, Insperity, and its and their service providers or licensor of the company's time and attendance software will disclose, redisclose, or otherwise disseminate an employee's biometric identifier or biometric information unless:

- The employee or the employee's legally authorized representative consents to the disclosure or redisclosure;
- The disclosure or redisclosure completes a financial transaction requested or authorized by the employee or the employee's legally authorized representative;
- The disclosure or redisclosure is required by state or federal law or municipal ordinance; or
- The disclosure or redisclosure is required pursuant to a valid warrant or subpoena issued by a court of

competent jurisdiction.

At the conclusion of the retention period, Brighter Bites will permanently delete or destroy the company's stored biometric information using appropriate security methods unless the company is required by law to retain the information for a longer period of time.

To the extent anything in this policy conflicts with any state or local law on this topic, the applicable law will govern.

## **2-19. REMOTE WORK POLICY**

Brighter Bites has designed our work from home policy to ensure working from home is beneficial to our employees, as well as the organization. The work environment has changed significantly in recent years as a result of the global pandemic. Understanding the trend toward more flexibility in the physical work environment, Brighter Bites has adjusted to accommodate this kind of flexibility to the extent it does not compromise the quality of our work and programming efforts.

### **Scope**

The work from home policy applies to those positions and activities designed to be remote. Employees are allowed to work from home only if their job duties permit remote work. Many positions are not able to be performed remotely, and others include very few elements which can be performed remotely. For example, positions requiring employees to be on site for programming may not perform these duties remotely. If you are unsure in regard to your position, please check with your supervisor or reach out to HR.

### **Expectations**

Employees working remotely should be responsive to clients and team members and should not demonstrate a change in service level or responsiveness, as compared to working in an office environment. Remote employees are responsible for ensuring commitments are met and should use appropriate collaboration tools to remain in communication while limiting distractions to themselves or those with whom they collaborate.

- During established work hours, remote employees should be available and responsive to standard organization communication tools.
- Employees should not allow non-work-related activities or persons (partner, children, non-work visitors, pets, personal business, jobs outside Brighter Bites, etc.) to disrupt or interfere with their required workday activities, job performance, or virtual meetings.
- Remote employees may at times be required to attend meetings, training, or events in person as they relate to the needs of the organization.
- Remote work is not a substitute for childcare or other dependent care; employees must make/maintain childcare arrangements in order to give their full attention to their duties, specifically during online meetings. If dependent care responsibilities are expected to occur on occasion, remote employees should work with their supervisor to clearly document their plan for managing their dependent care responsibilities while also fulfilling their assigned Brighter Bites work.
- Use PTO if child/dependent care responsibilities (sick child, school holiday/closure, dependent requiring care/attention beyond that which has already been discussed with/approved by supervisor, etc.) will interfere with responsibilities as referenced in this policy.

- Employees are to keep their supervisor and team members informed of any days or times they are not available and establish alternate times they are available to ensure the continuance of Brighter Bites operations.
- Employees are expected to comply with all company policies, including but not limited to, attendance, social media, confidentiality, and data protection.
- It is the employee's responsibility to maintain adequate internet connectivity.

## Section 3 - BENEFITS

### 3-1. BENEFITS OVERVIEW

In addition to good working conditions and competitive pay, it is Brighter Bites's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits can include time-off benefits, such as vacations and holidays, and insurance and other plan benefits.

Employees may access benefit information through Insperity Premier at: <https://portal.insperity.com>. If employees have any questions regarding the benefits provided by Insperity, they should contact the Insperity Contact Center at 1-866-715-3552, 7:00 a.m. – 7:00 p.m. CT, Monday through Friday.

While the intention is to maintain the benefits provided to employees, they can be modified, amended or terminated at any time and for any reason.

### 3-2. PAID HOLIDAYS

Full-time employees are eligible for paid holidays during each calendar year. A paid holiday does not count as a day worked in calculating overtime for the week.

Brighter Bites observes the following holidays each year:

New Year's Day - January 1

Martin Luther King Jr. Day -Third Monday in January

President's Day - Third Monday in February

Memorial Day - Last Monday in May

Juneteenth June 19th

Independence Day Week \*

Labor Day - First Monday in September

Thanksgiving Day - Fourth Thursday in November

Day after Thanksgiving - Friday after Thanksgiving

Christmas Week\*\* - December 24 - December 31

**\*July 4<sup>th</sup>** - Five days as paid holiday time.

**\*\*Christmas Week**- Six days as paid holiday time. Dates will be communicated at the beginning of each calendar year, based on when each holiday falls on the calendar.

**Winter/Spring Programming Staff Holiday**- All full-time program employees at the City level are eligible for a Winter/Spring paid holiday to be determined by each city leader. Program employees will receive advance notification of the Winter/Spring holiday dates in order to plan accordingly. \*\*\*This holiday excludes the Regional Directors and the National Team.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday and a recognized Sunday holiday will be observed on the following Monday.

### **3-3. LACTATION ACCOMMODATIONS**

Brighter Bites will provide a reasonable amount of break time to accommodate employees desiring to express breast milk for their child, in accordance with and to the extent required by applicable law. The break time, if possible and permitted by applicable law, must run concurrently with rest and meal periods already provided. If the break time does not run concurrently with rest and meal periods already provided, the break time will be unpaid, subject to applicable law.

Brighter Bites will make reasonable efforts to provide employees with the use of a room or location in close proximity to the employee's work area, other than a bathroom, to express milk in private. This location may be the employee's private office, if applicable. Please consult Human Resources Department with questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

### **3-4. WORKERS' COMPENSATION**

On-the-job injuries are covered by the Brighter Bites' Workers' Compensation Insurance Policy, which is provided at no cost. If employees are injured on the job, no matter how slightly, they should report the incident immediately to their supervisor. Failure to follow Brighter Bites procedures may affect the ability of employees to receive Workers Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

Questions regarding workers' compensation insurance coverage should be directed to your supervisor or the Insperity Workers' Compensation Department at 866-250-9661.

### **3-5. JURY DUTY**

Brighter Bites realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a

serious conflict for management, employees may be asked to try to postpone jury duty.

Employees on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt employees will be paid their full salary for any week in which time is missed due to jury duty if work is performed for Brighter Bites during such week.

### **3-6. PAID TIME OFF FOR MEDICAL APPOINTMENTS**

Brighter Bites recognizes that employees will occasionally need time off from work to address their own or their family's medical needs. For this reason, regular full-time employees may use this time off for their family members' or their own medical visits.

Eligible employees will be given 16 hours of paid time off per calendar year. Time off should be requested through Time Star and supervisor approval is required. 16 hours will be given at the beginning of each calendar year and can be used in half hour increments. This time is to only be used for medical appointments and not to be considered sick leave. If you are sick, please track appropriately using your

PTO. Unused time may not be carried over from one calendar year to the next, and no payments will be made for unused sick time at the end of any calendar year or in the event of termination. This time will not be used in the calculation of overtime. Brighter Bites reserves the right to request proof of appointment.

Familiarize yourself with the absenteeism and tardiness policy for the proper procedures to follow when an absence has or will occur.

### **3-7. PAID PARENTAL LEAVE**

Brighter Bites will provide up to two (2) weeks of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child.

#### Eligibility

- Eligible employees must meet the following criteria:
- Have been employed with the company for at least 12 months
- Be a full- time, regular employee (part-time employees and interns are not eligible for this benefit).
- In addition, employees must meet one of the following criteria:
- Have given birth to a child.
- Be a spouse or committed partner of a woman who has given birth to a child.
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.

#### Amount, Time Frame and Duration of Paid Parental Leave

Eligible employees will receive a maximum of two (2) weeks of paid parental leave per birth, adoption or placement of a child/children. The fact that a multiple birth, adoption or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the two (2)-week total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than two (2) weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster

care placement event occurs within that 12-month time frame.

Each week of paid parental leave is compensated at 100 percent of the employee's regular, straight-time weekly pay. Paid parental leave will be paid on a biweekly basis on regularly scheduled pay dates.

Approved paid parental leave may be taken at any time during the twelve (12)-month period immediately following the birth, adoption or placement of a child with the employee. Paid parental leave may not be used or extended beyond this twelve (12) month time frame.

Employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during the twelve (12) -month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the twelve (12) -month time frame.

Upon termination of the individual's employment at the company, he or she will not be paid for any unused paid parental leave for which he or she was eligible.

#### Requests for Paid Parental Leave

The employee will provide his or her supervisor and the Human Resource Department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible).

### **3-8. PAID TIME OFF (PTO): FULL-TIME EMPLOYEES**

#### **PAID TIME OFF (PTO)**

PTO is provided by Brighter Bites for eligible employees to be away from work due to vacation, sick and safe reasons or other personal requirements with supervisor approval. All regular employees will begin PTO accrual as of their hire date which may be used immediately. If PTO is used for sick and safe time reasons, PTO may be used for your own or your family member's health or safety needs, for purposes relating to you or your family member being a victim of a family offense matter, domestic violence, sexual assault, stalking or human trafficking, or for purposes related to your worksite or your child's school or care facility being closed by a public official due to a public health emergency as intended to comply with the Arizona Fair Wages and Healthy Families Act, Illinois Paid Leave for All Workers Act, New Mexico Healthy Workplaces Act, and New York City Earned Safe and Sick Time Act.

For purposes of this policy, the benefit year is the 12 consecutive months beginning on January 1<sup>st</sup> and ending December 31<sup>st</sup>.

Accruals are added on the last day of each bi-weekly pay period. Employees hired mid-pay period will receive a partial accrual for the first pay period. In the event that available PTO is not used by the end of the calendar year, employees may carry over PTO to the next calendar year. Employees will not earn PTO while on any type of leave.

Employees will earn PTO according to the following schedule:

<b>Length of Service</b>	<b>Per Bi-weekly Pay Period Accrual</b>	<b>Annual Accrual</b>
Date of hire through end of 4 <sup>th</sup> year	4.31 hours	112 hours (14 days)
5 <sup>th</sup> year through end of 7 <sup>th</sup> year	4.923 hours	128 hours (16 days)
8 <sup>th</sup> year and continuing thereafter	5.539 hours	144 hours (18 days)

Employees classified as exempt may take time off in half-day (4 hour) increments. Nonexempt employees

should record their time off in time increments to the quarter hour, (for example, 1.0 hours, 1.25 hours, 1.50 hours, 1.75 hours).

So that Brighter Bites may schedule work and plan for business requirements, you should give as much notice as possible in scheduling time off. If there are conflicting dates, preference generally will be given to the employee who has the most tenure. A more junior employee who already has an approved PTO schedule will not, however, be bumped by a more tenured employee. Suspected abuse of PTO for sick and safe time reasons may lead to disciplinary action. Excessive abuse of PTO for sick and safe time reasons may lead to disciplinary action. If the reason for using PTO for safe and sick time is foreseeable, it is to be provided in writing at least seven days in advance of the leave start date. If unforeseeable, notify your supervisor directly as soon as possible no later than two hours prior to the start of the workday. Failure to do so may be a cause for disciplinary action.

If planned PTO has to be canceled due to the needs of the company and you are unable to reschedule the time off within the year, Brighter Bites reserves the option of paying you in lieu of taking the canceled PTO or allowing you to reschedule your time off. If you are utilizing PTO for safe and sick time reasons, and you are absent for more than three consecutive workdays or if there is a pattern of use, you may be required to provide a statement from your healthcare provider or other documentation which provides reasonable support for your absence. Please familiarize yourself with the Absenteeism and Tardiness Policy for the proper procedures to follow when an absence has or will occur.

Pay for PTO days will be paid on the regular pay cycle and as straight time hours, including overtime hours worked.

Upon separation of employment, if you have taken time that has not yet accrued, you agree to repay any such amounts and you will be required to complete an authorization form to allow deductions from your final paycheck, to the extent permitted by law. Subject to applicable state law, accrued but unused PTO will not be paid upon separation of employment. Any previously accrued but unused PTO time will be reinstated if re-employed by Brighter Bites.

### **3-9. PAID TIME OFF (PTO): CA & DC FULL-TIME EMPLOYEES**

#### **PAID TIME OFF (PTO): CA and DC Employees**

PTO is provided by Brighter Bites for eligible employees to be away from work due to vacation, sick and safe reasons or other personal requirements with supervisor approval. All regular employees will begin PTO accrual as of their hire date which may be used upon completion of 90 days. If PTO is used for sick and safe time reasons, PTO may be used for your own or your family member's health or safety needs, for purposes relating to you or your family member being a victim of a family offense matter, domestic violence, sexual assault, stalking or human trafficking, or for purposes related to your worksite or your child's school or care facility being closed by a public official due to a public health emergency as intended to comply with the California Healthy Workplaces, Healthy Families Act of 2014, Los Angeles Paid Sick Time Ordinance, San Diego Earned Sick Leave and Minimum Wage Ordinance, and District of Columbia Accrued Sick and Safe Leave Act & Earned Sick and Safe Leave Amendment Act of 2013.

Accruals are added on the last day of each bi-weekly pay period. Employees hired mid-pay period will receive a partial accrual for the first pay period. In the event that available PTO is not used by the end of the calendar year, employees may carry over PTO to the next calendar year. However, there is a balance cap as indicated in the below schedule. If the total amount of unused time reaches this cap, accruals will stop. When the employee uses hours and brings the accrual balance below the cap, accrual will begin again. Employees will

not earn PTO while on any type of leave.

Employees will earn PTO according to the following schedule:

Length of Service	Per Bi-weekly Pay Period Accrual	Annual Accrual	Maximum Balance Cap
Date of hire through end of 4 <sup>th</sup> year	4.31 hours	112 hours (14 days)	168 hours (21 days)
5 <sup>th</sup> year through end of 7 <sup>th</sup> year	4.923 hours	128 hours (16 days)	192 hours (24 days)
8 <sup>th</sup> year and continuing thereafter	5.539 hours	144 hours (18 days)	216 hours (27 days)

Employees classified as exempt may take time off in half-day (4 hour) increments. Nonexempt employees should record their time off in time increments to the quarter hour, (for example, 1.0 hours, 1.25 hours, 1.50 hours, 1.75 hours).

So that Brighter Bites may schedule work and plan for business requirements, you should give as much notice as possible in scheduling time off. If there are conflicting dates, preference generally will be given to the employee who has the most tenure. A more junior employee who already has an approved PTO schedule will not, however, be bumped by a more tenured employee. Suspected abuse of PTO for sick and safe time reasons may lead to disciplinary action. Indications of possible abuse include, but are not limited to, repeated usage of PTO for sick and safe time reasons to extend regularly scheduled days off, including weekends, holidays (before or after a holiday), excessive absenteeism on Mondays and Fridays, and usage of PTO for sick and safe time reasons on days previously requested and denied as PTO for non-sick and safe time reasons. If the reason for using PTO for safe and sick time is foreseeable, it is to be provided in writing at least seven days in advance of the leave start date. If unforeseeable, notify your supervisor directly as soon as possible.

If planned PTO has to be canceled due to the needs of the company and you are unable to reschedule the time off within the year, Brighter Bites reserves the option of paying you in lieu of taking the canceled PTO or allowing you to reschedule your time off. If you are utilizing PTO for safe and sick time reasons, and you are absent for more than three consecutive workdays, you may be required to provide a statement from your healthcare provider or other documentation which provides reasonable support for your absence. Please familiarize yourself with the Absenteeism and Tardiness Policy for the proper procedures to follow when an absence has or will occur.

Pay for PTO days will be paid on the regular pay cycle and as straight time hours, including overtime hours worked.

Subject to applicable state law, accrued but unused PTO will be paid upon separation of employment. Any previously accrued but unused PTO time will be reinstated if re-employed by Brighter Bites.

### 3-10. BEREAVEMENT LEAVE

Full-time and part-time employees may take up to 5 days off work for the death of a spouse, registered domestic partner, civil union relationship, child, parent, sibling or comparable step-relation, and up to 3 days off work for the death of a grandparent, father-in-law, mother-in-law, son-in-law or daughter-in-law. You may take off one day of bereavement leave for the death of a relative who is not a member of your immediate family. The eligible time off will be paid. Part-time employees will be paid for bereavement leave only for time scheduled to work. Contact your supervisor as soon as reasonable to request time off for bereavement leave.

### **3-11. VOTING LEAVE**

In the event employees do not have sufficient time outside of working hours to vote in a statewide election, if required by state law, the employee may take off enough working time to vote. Such time will be paid if required by state law. This time should be taken at the beginning or end of the regular work schedule. Where possible, supervisors should be notified at least two (2) days prior to the voting day.

### **3-12. INSURANCE PROGRAMS**

Full-time employees may participate in Brighter Bites's insurance programs. Under these plans, eligible employees will receive comprehensive health and other insurance coverage for themselves and their families, as well as other benefits.

Upon becoming eligible to participate in these plans, employees will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to contact the Insperity Contact Center at 1-866-715-3552, 7:00 a.m. – 7:00 p.m. CT, Monday through Friday with any further questions.

### **3-13. EMPLOYEE ASSISTANCE PROGRAM**

We care about our employees' health and well-being and recognize that employees may be faced with personal challenges. The Employee Assistance Program (EAP) provides confidential support, counseling, as well as customized resources and referrals to help employees and their immediate families with work-life services, health information lines, and legal and financial services referrals. All contact between an employee and the EAP is confidential and designed to safeguard the participant's privacy rights. The EAP's telephone number is 1-866-402-0003.

The Company reserves the right to amend, suspend, or terminate any of the benefits plans it sponsors at any time.

### **3-14. RETIREMENT PLAN**

Eligible employees are able to participate in Brighter Bites's retirement plan. Plan participants may make pre-tax contributions to a retirement account. Brighter Bites offers a discretionary match of up to 2%, based on Brighter Bites's fiscal performance.

Upon becoming eligible to participate in this plan, employees will receive an SPD describing the plan in greater detail. Please refer to the SPD for detailed plan information. Of course, feel free to speak to the Insperity Contact Center at 1-866-715-3552, 7:00 a.m. – 7:00 p.m. CT, Monday through Friday if there are any further questions.

### 3-15. INSPERITY ONLINE SERVICES

Visit Insperity online to access training, secure personal information and work tools. Go to <http://portal.insperity.com> and click CREATE ACCOUNT. Follow the steps below to log in and begin using Insperity PremierTM:

Step 1: Enter your last name and date of birth

Step 2: Enter one of the following to identify yourself:

- Your Social Security Number
- Your Individual Taxpayer Identification
- Your Insperity ID (this can be found on your paystub)

Step 3: Enter a username and password of your choice. Then follow the remaining prompts to create the account.

Your personal information is accessible only to you through multiple layers of security and industry-standard data encryption. Since payroll information and other sensitive data are accessible through your account, it is important you do not share your username and password with others.

Contact Insperity's Contact Center toll free at 866-715-3552, Monday through Friday from 7:00 a.m. to 7:00 p.m., CST for questions about Insperity PremierTM and your Insperity benefits.

#### **Employment Verifications**

Requests for employment verifications, for current or former employees, should be directed to Insperity's Contact Center at 866-715-3552, option 5. Insperity will only release your last title and dates of employment, unless you have authorized in writing certain additional information to be provided.

## Section 4 - LEAVES OF ABSENCE

### 4-1. PERSONAL LEAVE

If employees are ineligible for any other Brighter Bites leave of absence, Brighter Bites, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and employees are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, a leave of absence will be granted for a period of up to eight (8) weeks. However, a personal leave may be extended if, prior to the end of leave, employees submit a written request for an extension to management and the request is granted. During the leave, employees will not earn vacation, personal days, or sick days. Brighter Bites will continue health insurance coverage during the leave if employees submit their share of the monthly premium payments to Brighter Bites in a timely manner, subject to the terms of the plan documents.

When the employees anticipate returning to work, they should notify management of the expected return date. This notification should be made at least one (1) week before the end of the leave.

Upon completion of the personal leave of absence, Brighter Bites will attempt to return employees to their original job or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by Brighter Bites will be considered a voluntary resignation of employment.

Personal leave runs concurrently with any Brighter Bites-provided Short-Term Disability Leave of Absence.

### 4-2. MILITARY LEAVE

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that Brighter Bites can maintain proper coverage while employees are away.

## Section 5 - GENERAL STANDARDS OF CONDUCT

### 5-1. WHISTLEBLOWER

A whistleblower as defined by this policy is an employee of Brighter Bites who reports an activity that the employee considers to be illegal or dishonest business activity. A whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

Examples of illegal or dishonest activities include but are not limited to, violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If you have knowledge of, or a concern of illegal or dishonest fraudulent activity, contact your supervisor or the HR Manager. Whistleblower protections are provided in two important areas - - confidentiality and protection from retaliation against an employee who makes such a report. To the extent possible, the confidentiality of the whistleblower will be maintained. However, the whistleblower's identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. Additionally, Brighter Bites does not condone retaliation of any kind. A whistleblower who believes he/she has been retaliated against must contact HR Manager immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

All reports of illegal and dishonest activities will be promptly submitted to the Chief Executive Officer (CEO) who is responsible for investigating and coordinating any corrective action needed.

If you have questions regarding this policy, contact the HR Manager.

### 5-2. ABUSE AND MISCONDUCT PREVENTION POLICY

Brighter Bites prohibits and does not tolerate abuse or misconduct in the workplace or during any organization-related activity. As part of this commitment, we maintain a stand-alone comprehensive Abuse and Misconduct Prevention Policy that outlines expectations, reporting procedures, training requirements, and standards of conduct.

All employees are required to review and adhere to the Abuse Prevention Policy. This policy includes, but is not limited to:

- Definitions and examples of prohibited conduct
- Guidelines for appropriate and inappropriate interactions
- Mandatory reporting procedures
- Steps for responding to suspected or reported abuse
- Training requirements

Failure to comply with the Abuse and Misconduct Prevention Policy may result in disciplinary action, up to and including termination of employment.

The full policy is available in the internal employee portal. If you have any questions about the policy or your responsibilities under it, please speak with your supervisor or the Human Resources Department.

### **5-3. CODE OF CONDUCT-OFF SITE**

During the Brighter Bites seasons, employees are required to visit schools, community centers, childcare centers, etc. to manage and assist with the bagging and distribution process. Therefore, access to these sites is essential to do our work and requires authorization from an administrator at the site (principal, manager, etc.) Our access to these sites is a privilege and we must always view ourselves as an invited guest.

The following is a list of guidelines for all employees to follow while visiting any site on Brighter Bite's behalf:

- Always dress appropriately. Close toed-shoes, clean pants or jeans, and a Brighter Bites shirt are preferred.
- Always arrive at the site at least 15 minutes prior to the time when volunteers have been asked to arrive. This will ensure ample time to check-in with the front office and set up for the distribution.
- Upon entering the site, you may need to present your state-issued identification card.
- Always introduce yourself to the office staff. Acknowledge and be friendly to other site staff and introduce yourself to staff as appropriate, including janitorial staff. Assume you are always being watched and be aware of how you are being perceived. Security and safety are extremely important, thus your efforts at good communication are essential.
- Never negatively say anything about a site, site staff or any participants while on site. Do not say anything negative about a site while visiting even if you believe your conversation is private.
- Never engage in political, racial/ethnic, religious, sexually charged conversations on school property.
- Be respectful of site customs and procedures (e.g., pledge of allegiance or moments of silence).
- Always use the adult bathrooms at a site. Never use the student bathrooms.
- Never be alone with a student without permission.
- All Brighter Bites staff must seek approval from the CEO or Senior Program Director for any outside initiatives/support benefiting a Brighter Bites family(ies). This includes support of Brighter Bites families during personal time and/or providing personal resources outside of our traditional model.
- If there is a financial component to an initiative, all funding must flow through Brighter Bites. Any outside fundraising must be done in coordination with the Development Director.
- In the event a special exception is made, and Brighter Bites does assist an individual or family(ies) with support outside of our traditional service model, staff should seek guidance from the Senior Program Director on messaging and communicating expectations.

### **5-4. BUSINESS EXPENSES AND TRAVEL**

Brighter Bites will reimburse all actual and reasonable business-related expenses incurred by employees in performing their job duties according to the following guidelines:

#### Documentation Requirements

You are required to submit a Brighter Bites Employee Reimbursement Form that provides a daily record of

expenses which shows the date, business location, and business purpose. Itemized receipts are required for all expenses except for per diem.

Reimbursements are processed monthly. Requests must be received by the 1st day of the month following the expense. Please refer to the Employee Reimbursement Forms Standard Operating Procedure (SOP) for additional guidance.

#### Expense Limits

Prior approval by your direct supervisor and the Director of Finance is required for all purchases exceeding the following limits: Program Coordinator - \$100

Senior Operations Coordinator- \$150

Program Manager - \$250

Senior Program Manager-\$500

Director - \$500

Chief Executive Officer - \$1,000

#### Travel Time

Nonexempt employees will be compensated for time spent traveling if that travel is part of the employee's daily work activity, including travel from one job site to another or travel from a designated meeting place to a job site. Travel by a nonexempt employee who will be away from home overnight is work time only during those periods the employee is engaged in company business, which typically will coincide with the employee's regular working hours. Such time counts as hours worked even if it occurs on a non-working day. If an employee uses his or her own car rather than available public transportation for travel away from home, the employee can count as hours worked either the time spent driving or the time that would have been spent on public transportation during regular working hours.

#### Lodging

In certain cities and locales, Brighter Bites may have negotiated discounted room rates with specific hotels. You should make every effort to utilize lodging in locations where these arrangements exist. When a guaranteed reservation must be changed, every reasonable effort should be made to cancel the reservation on a timely basis to avoid additional fees.

#### Transportation

Every effort should be made to use the lowest priced transportation available. Reimbursement will be made for the following modes of transportation:

- Commercial airline travel will only be reimbursed for economy class unless approved by management.
- Negotiated discount rates for auto rental may be available. You should utilize these arrangements where possible. Additional insurance should not be purchased.
- Personal auto used for business will be reimbursed at the current IRS mileage rate; however, the total amount for mileage must not exceed the economy class airfare for the same trip. The mileage reimbursement rate covers all vehicle expenses including gas, insurance and depreciation. Please review the Personal Vehicles policy for more details.
- Local commuting costs between an employee's residence and work location are not allowable business expenses. If the distance between your residence and place of departure is further than the distance between your residence and work location, the excess mileage is an allowed expense.

#### Per Diem

Per Diem rates for meal and incidentals will be provided; no receipts are required. Per Diem rates are set by the government fiscal year, effective October 1st each year, and have different rates set by city. On the first and last day of travel employees are eligible for 75% of the total rate. The total per diem is made up of

separate rates for breakfast, lunch, dinner, and incidental expenses. This is done so that you can deduct any necessary meals from your per diem rate. For example, if your trip includes meals that are already paid for by Brighter Bites (such as through a registration fee for a conference or a group meal paid for by someone else), you will need to deduct those meals from your per diem. Rates for all cities can be found at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

#### Parking and Highway Tolls

All parking expenses and highway tolls related to business travel will be reimbursed.

#### Cell Phone Stipend

All full time and part time employees will receive a cell phone stipend per pay period for the use of their personal cellular phone for Brighter Bites work.

- Full Time Employees will receive \$20 per pay period.
- Part Time Employees will receive \$10 per pay period.

#### Miscellaneous Expenses

Miscellaneous business expenses not described above (such as telephone, postage, service gratuities, small supplies on an emergency basis, etc.) will be reimbursed. Laundry and valet expenses are allowed when an employee is requested to extend scheduled trips or when away from home from more than five days.

While away on business, a reasonable expense for personal telephone calls will be allowed. Purchases of miscellaneous supplies, software or computer hardware should be purchased through the appropriate department and obtained under circumstances on an expense report.

#### Business Entertainment

Reimbursement is allowed for ordinary and necessary business meal and entertainment expenses for employees who have an influence on Brighter Bites business. Expenses must be directly related to the business and obtained under circumstances related to a business discussion.

When reporting expenditures for entertainment, provide the following:

- Date;
- Name and address or location of restaurant or other facility;
- Name, title and company of the person(s) involved;
- Business reason; and
- Amount of each separate expense.

#### Professional or Technical Organizations Dues

Dues paid for approved memberships in professional or technical organizations are reimbursable with the proper documentation.

#### Training, Conferences and Seminars

Registration fees or similar expenses for approved training courses, conferences, seminars and conventions are reimbursable if approved by your manager.

#### Donations or Contributions

Donations or contributions are not reimbursable expense items.

#### Expense Advances

Brighter Bites does not provide cash advances for employee travel. Employees traveling regularly on business are encouraged to personally obtain a widely accepted credit card. Any interest charges incurred are

considered personal expenses and will not be reimbursed.

## 5-5. GUIDELINES FOR LAPTOP USE AND SECURITY

All laptops, equipment and accessories are property of Brighter Bites. As a condition of their use of Brighter Bites laptop computers, employees must comply with and agree to all of the following:

- Employees should NOT attempt to install software or hardware or change the system configuration including network settings without approval from Brighter Bites IT.
- Employees are expected to protect laptops, equipment and accessories from damage and theft.
- Each employee is monetarily responsible for any hardware damage that occurs off practice premises and/or software damage (including labor costs).
- Employees will not be held responsible for computer problems resulting from regular work-related use; however, employees will be held personally responsible for any problems caused by their negligence as deemed by Brighter Bites.
- If any Brighter Bites-owned hardware is lost or stolen, immediately report it to the Brighter Bites IT.

### General Laptop Rules

You are responsible for protecting your laptop from loss or theft and for protecting the information it contains. These rules are provided to assist in assuring that your laptop is secure at all times.

- Keep your laptop close to you and in sight. Otherwise, keep it locked away securely.
- Laptops should be taken home at night or secured out of sight in a locked drawer, cabinet, or locked overhead compartment of your desk.
- Extreme temperatures can damage a laptop. You should not leave a laptop in an unattended vehicle.
- If you must leave your laptop in an unattended vehicle for a short period of time, always lock your laptop in the trunk of the car.
- While traveling by air, always carry your laptop with you; only place your laptop in checked baggage if required by the airline or airport security.

## 5-6. WORKPLACE CONDUCT

Brighter Bites endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense, and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in Brighter Bites's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing, or defacing Brighter Bites property or a co-worker's property, and/or disclosure of confidential information.

3. Completing another employee's time records.
4. Violation of safety rules and policies.
5. Violation of Brighter Bites's Drug and Alcohol-Free Workplace Policy.
6. Fighting, threatening, or disrupting the work of others or other violations of Brighter Bites's Workplace Violence Policy.
7. Failure to follow lawful instructions of a supervisor.
8. Failure to perform assigned job duties.
9. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness, or unexcused absences.
10. Gambling on Brighter Bites property.
11. Willful or careless destruction or damage to Brighter Bites assets or to the equipment or possessions of another employee.
12. Wasting work materials.
13. Performing work of a personal nature during working time.
14. Violation of the Solicitation and Distribution Policy.
15. Violation of Brighter Bites's Harassment or Equal Employment Opportunity Policies.
16. Violation of the Communication and Computer Systems Policy.
17. Unsatisfactory job performance.
18. Any other violation of Brighter Bites policy.

Where appropriate, supervisors will follow a process of progressive employee discipline. Before or during application of any discipline, employees may be given an opportunity to relate their version of the incident or problem and provide an explanation. Examples of progressive employee discipline include:

- Verbal Counseling - A conversation with an employee explaining that the employee's conduct or poor performance is unacceptable, and repeated or continued unacceptable conduct or performance will result in more severe disciplinary action. A record of the notice of the verbal counseling may be made and retained in the employee's personnel file.
- Written Counseling - A written document or memo that describes the unacceptable conduct or performance of the employee and specifies needed changes or improvements. A copy of the written counseling generally will be retained in the employee's personnel file.
- Termination - If an employee fails to follow acceptable conduct or performance standards, the Company may terminate the employee's employment.

Depending on the specific circumstances, the Company may suspend or terminate an employee without prior discipline, or without following a particular order of discipline.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and Brighter Bites reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. Brighter Bites will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, Brighter Bites will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate the employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

## 5-7. PUNCTUALITY AND ATTENDANCE

Employees are hired to perform important functions at Brighter Bites. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees and Supervisors. We expect excellent attendance from all employees. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, there are times when absences cannot be avoided. In such cases, employees are expected to notify Supervisors as early as possible, but no later than two hours before the start of the shift when possible. Employees should notify their immediate supervisor stating the nature of the absence and its expected duration, for every day of absenteeism.

If an employee will be late to work, they must notify their supervisor directly as soon as possible, preferably at least 30 minutes prior to the scheduled shift. Prompt notification of tardiness is critical so the supervisor can make arrangements to ensure duties are covered.

Asking another employee, friend or relative to give notice is improper and constitutes grounds for disciplinary action. A phone call, text, or company-authorized instant message to your immediate supervisor are all acceptable forms of communication with regard to attendance or tardiness. If you do not receive a response from your supervisor within 10 minutes of your communication, contact your next-level supervisor to ensure the team is aware of your absence. In the event of a sickness or accident while performing your duties, notify your supervisor immediately.

If you are absent for three or more consecutive workdays due to personal illness or if there is a pattern of use, you may be required to provide a statement from your healthcare provider, unless state or local law provides otherwise, before you will be permitted to return to work.

Unexcused absence occurs when an employee:

- Does not have the absence approved prior
- Does not provide proper notice, as noted above
- When the absence request was denied (due to programming requirements) and the employee did not report for scheduled shift
- Leaving work early without permission

Excessive absenteeism is defined as two or more occurrences of unexcused absence in a 30-day period and will result in disciplinary action. Eight occurrences of unexcused absence in a 12-month period are considered grounds for termination.

### **No Call/No Show**

Employees who do not report for their scheduled shift without notifying their supervisor will be issued a written warning. A second instance of this event in a 12-month period may result in termination.

Unreported absences of three (3) consecutive workdays generally will be considered a voluntary resignation of employment with the Company.

Please refer to the Paid Time Off (PTO) section under Employee Benefits for additional information regarding use of PTO.

## 5-8. USE OF COMMUNICATIONS AND COMPUTER SYSTEMS

Brighter Bites's communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other Brighter Bites policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of Brighter Bites systems.

Brighter Bites may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when Brighter Bites deems it appropriate to do so. The reasons for which Brighter Bites may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Brighter Bites operations continue appropriately during the employee's absence.

Further, Brighter Bites may review Internet usage to ensure that such use with Brighter Bites property, or communications sent via the Internet with Brighter Bites property, are appropriate. The reasons for which Brighter Bites may review employees' use of the Internet with Brighter Bites property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Brighter Bites operations continue appropriately during the employee's absence.

Brighter Bites may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

Brighter Bites's policies prohibiting harassment, in their entirety, apply to the use of Brighter Bites's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since Brighter Bites's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Brighter Bites intends to prevent computer viruses and unauthorized use of copyrighted materials belonging to entities other than the Company. You should obtain prior approval before downloading any software. Users are not permitted to copy, transfer, rename, add or delete information or programs belonging to other users unless given express permission to do so by the owner. Failure to observe copyright or license agreements may result in disciplinary action from the Company, up to and including immediate termination or legal action by the copyright owner.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

## 5-9. USE OF SOCIAL MEDIA

Brighter Bites respects the right of any employee to maintain a blog or web page or to participate in a social networking on or through websites or services such as X (formerly Twitter), Facebook, Threads, LinkedIn, YouTube, Instagram, TikTok, SnapChat, or similar sites/services (collectively "social media"). However, to protect Brighter Bites interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not use social media during work time or at any time with Brighter Bites equipment or property, unless social media management is a part of your job duties.

All rules regarding confidential and proprietary business information apply in full to social media. Any information that cannot be disclosed through a conversation, a note, or an e-mail also cannot be disclosed through social media.

When using social media, if the employee mentions Brighter Bites and also expresses either a political opinion or an opinion regarding Brighter Bites's actions that could pose an actual or potential conflict of interest with Brighter Bites, and it is either implicit or explicit that the poster is affiliated with Brighter Bites, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is a personal opinion and not Brighter Bites's position. This is necessary to preserve Brighter Bites's goodwill in the marketplace.

Employees may not use Brighter Bites's logos or trademarks for commercial purposes or to endorse any product or service.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through social media. For example, posted material that is discriminatory, obscene, defamatory, libelous, or violent is forbidden. Brighter Bites policies apply equally to employee social media usage.

Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

## 5-10. PERSONAL AND COMPANY-PROVIDED PORTABLE COMMUNICATION DEVICES

Brighter Bites-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may be subject to monitoring if sent through Brighter Bites's networks, and the PCD must be provided for inspection and review upon request.

All conversations, text messages, and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a Brighter Bites-provided or personal device, employees must comply with applicable Brighter Bites guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use, and operation of vehicles. Using a Brighter Bites-issued PCD to send

or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If employees who use a personal PCD for business resign or are discharged, they will be required to submit the device to the IT department for resetting on or before their last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, Brighter Bites information and personal data (such as contacts, e-mails, and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of Brighter Bites information. This is the only way currently possible to ensure that all Brighter Bites information is removed from the device at the time of termination. The removal of Brighter Bites information is crucial to ensure compliance with Brighter Bites's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a Brighter Bites-issued device, Brighter Bites's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

### **Portable Communication Device Use While Driving**

Employees who drive on Brighter Bites business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while driving, and permitted by law, employees must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving are prohibited in all circumstances.

### **5-11. CAMERA PHONES/RECORDING DEVICES**

Due to the potential for issues such as invasion of privacy, sexual harassment, and loss of productivity, as well as inappropriate disclosure of confidential information, the use of any type of phone or video recording device, including but not limited to smart devices (phone, watches, glasses), anywhere on Brighter Bites property or while performing work for Brighter Bites, including to record conversations or activities of other employees or management, is strictly prohibited.

## **5-12. INSPECTIONS**

To the maximum extent permitted by applicable law, Brighter Bites reserves the right to require employees while on Brighter Bites property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Brighter Bites or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to Brighter Bites or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

## **5-13. SMOKING**

Smoking, including the use of e-cigarettes, is prohibited on Brighter Bites premises and in all Brighter Bites vehicles.

## **5-14. PERSONAL VISITS AND TELEPHONE CALLS**

Disruptions during work time can lead to errors and delays. Therefore, personal telephone calls must be kept to a minimum, and only be made or received after working time, or during lunch or break time.

For safety and security reasons, employees are prohibited from having personal guests visit or accompanying them anywhere in Brighter Bites facilities other than the reception areas.

## **5-15. SOLICITATION AND DISTRIBUTION**

To avoid distractions, solicitation by the employee of another employee is prohibited while either employee is on work time. "Work time" is defined as the time the employee is engaged, or should be engaged, in performing their work tasks for Brighter Bites. Solicitation of any kind by non-employees on Brighter Bites premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of Brighter Bites is prohibited at all times. Distribution of literature by non-employees on Brighter Bites premises is prohibited at all times.

## **5-16. CONFIDENTIAL COMPANY INFORMATION**

During the course of work, employees may become aware of confidential information about Brighter Bites's business, including but not limited to information regarding Brighter Bites finances, pricing, products, and new product development, software, and computer programs, marketing strategies, suppliers, and customers and potential customers. Employees also may become aware of similar confidential information belonging to Brighter Bites's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to Brighter Bites's competitors. Any employee who improperly copies, removes (whether physically or electronically), uses, or discloses confidential information to anyone outside of Brighter Bites may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

## 5-17. CONFLICT OF INTEREST

This conflict of interest policy is designed to help the staff of Brighter Bites identify situations that present potential conflicts of interest. This policy is intended to provide Brighter Bites with a procedure, which will allow a transaction to be treated as valid and binding even though a staff member has or may have a conflict of interest with respect to the transaction. This Conflict of Interest Policy applies to a staff member's immediate family as well.

- A. Staff members will not personally benefit as a result of their employment with Brighter Bites except for reasonable compensation for services rendered or expenses incurred. The purpose of this provision is to prevent staff members from acting primarily on the basis of financial self-interest and to prevent Brighter Bites from operating in a manner that favors staff members to the detriment of the organization.
- B. If any member of the Brighter Bites Leadership Team considers a transaction to be a potential conflict of interest between the organization and a staff member, the staff member will fully disclose his/her financial relationship, with respect to the issue.
- C. Staff members who serve as an employee or volunteer in a decision making capacity on behalf of another organization transacting business with Brighter Bites, will inform a member of the Brighter Bites Leadership Team regarding their involvement in the said organization.
- D. Staff and the current spouses of staff members may not serve as voting members of the Brighter Bites board. Former staff members are restricted as voting members for a period of 6 months from the date of their separation as a staff member of Brighter Bites.
- E. Staff members may not engage in any outside activity or employment that involves the direct or indirect use of information obtained as a Brighter Bites staff member which could provide financial gain to themselves or a member of his or her immediate family, without the express written consent of the Executive Director.
- F. A staff member will not disclose confidential information acquired in connection with their status, and will not disclose information which might be adverse to the interests of Brighter Bites.
- G. A staff member will not disclose or use information relating to the business of Brighter Bites for personal profit or to the advantage of the staff member's immediate family.
- H. Annually, each staff member will be required to review a copy of this policy their signature confirms their understanding.

## 5-18. USE OF FACILITIES, EQUIPMENT AND PROPERTY, INCLUDING INTELLECTUAL PROPERTY

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Employees should notify their supervisor if any equipment, machines, or tools appear to be damaged, defective or in need of repair. Prompt reporting of loss, damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Supervisors can answer any questions about the employees' responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of Brighter Bites's intellectual property, such as

audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, Brighter Bites is not responsible for any damage to employees' personal belongings unless the employee's supervisor provided advance approval for the employee to bring the personal property to work.

## **5-19. HEALTH AND SAFETY**

The health and safety of employees and others on Company property are of critical concern to Brighter Bites. The Company intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions.

Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process or business practice for which the Company is responsible should be brought to the attention of management immediately.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. The Company may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's supervisor and/or Human Resources or Insperity as soon as possible, regardless of the severity of the injury or accident. If you or another employee is seriously injured, contact outside emergency response agencies.

The federal law, Occupational Safety and Health Administration (OSHA), requires that we keep records of all illnesses and accidents, which occur during the workday. Employees are required to report any workplace illness or injury, no matter how slight. OSHA also provides for your right to know about any health hazards that might be present on the job. Should you have any questions or concerns, contact your supervisor, the Human Resources Department and/or Insperity for more information.

## **5-20. WEAPONS**

Brighter Bites strives to provide a safe and secure workplace for employees, clients, customers and visitors. The Company has zero tolerance for, and forbids the possession of any type of weapon, firearm, explosive and/or ammunition while on company property or conducting company business. For purposes of this policy, company property includes, but is not limited to, all company facilities, company-provided vehicles and equipment that are either leased or owned by the Company or a company client.

Possession of firearms or other weapons may be cause for discipline, including, but not limited to, immediate termination of employment. In enforcing this policy, Brighter Bites reserves the right to request inspections of any employee and their personal effects while on company property, to the extent allowable under applicable law. Any employee who refuses to allow an inspection will be subject to the same disciplinary action as having been found in possession of firearms or other weapons.

In the event an employee lawfully possesses a firearm, the employee can store the firearm in the employee's

personal vehicle while on company-provided parking areas; however, the firearm must be stored in the employee's locked vehicle, or locked to the vehicle, and hidden from plain view.

Employees share the responsibility of identifying violators of this policy. If you either witness or suspect another individual of violating this policy you should immediately report this information to their onsite supervisor.

## **5-21. HIRING RELATIVES/EMPLOYEE RELATIONSHIPS**

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, Brighter Bites may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of Brighter Bites. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. Brighter Bites generally will attempt to identify other available positions, but if no alternate position is available, Brighter Bites retains the right to decide which employee will remain with Brighter Bites.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

## **5-22. EMPLOYEE DRESS AND PERSONAL APPEARANCE**

Employees are expected to report to work well groomed, clean, and dressed according to the requirements of their position. Some employees may be required to wear uniforms or safety equipment/clothing. Employees should contact their supervisor for specific information regarding acceptable attire for their position. If employees report to work dressed or groomed inappropriately, they may be prevented from working until they return to work well groomed and wearing the proper attire.

## **5-23. PUBLICITY/STATEMENTS TO THE MEDIA**

All media inquiries seeking Brighter Bites' official position as to any issue of Brighter Bites must be referred to the head of marketing. Only the CEO and head of marketing is authorized to make or approve public statements on behalf of Brighter Bites. No employees, unless specifically designated by the CEO or head of marketing, are authorized to make those statements on behalf of Brighter Bites. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of Brighter Bites must first obtain approval from the head of marketing.

## 5-24. OPERATION OF VEHICLES

All employees authorized to drive Brighter Bites-owned or leased vehicles or personal vehicles in conducting Brighter Bites business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately. Employees are required to carry at least the minimum amount of insurance required by the state where they work. This policy is self-audited; violation of this policy may result in disciplinary action up to and including termination.

Employees must have a valid driver's license in their possession while operating a vehicle off or on Brighter Bites property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

Brighter Bites-owned or leased vehicles may be used only as authorized by management.

In the event of an accident and/or traffic/parking violation while you are driving on company business, please report it within 24-hours to your supervisor and the Human Resources Department.

### **Portable Communication Device Use While Driving**

Employees who drive on Brighter Bites business must abide by all state or local laws prohibiting or limiting portable communication device (PCD) use, including cell phones or personal digital assistants, while driving. Further, even if use is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employees are driving, and permitted by law, they must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a PCD while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

## 5-25. REFERENCES

Brighter Bites will respond to reference requests through Insperity's Contact Center at 866-715-3552, option 5. Brighter Bites will provide general information concerning the employee such as date of hire, date of discharge, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to Insperity's Contact Center at 866-715-3552, option 5.

**Only Insperity's Contact Center at 866-715-3552, option 5 may provide references.**

## **5-26. IF YOU MUST LEAVE US**

Should any employees decide to leave Brighter Bites, we ask that they provide a supervisor with at least 2 weeks advance notice of departure. The two week notice must be actual time worked. Scheduled paid time off (PTO) or holidays may not be used to count toward the two-week notice period. Thoughtfulness will be appreciated. All Brighter Bites property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc., must be returned at separation. Employees also must return all Brighter Bites's confidential information upon separation. To the extent permitted by law, employees will be required to repay Brighter Bites (through payroll deduction, if lawful) for any lost or damaged Brighter Bites property.

## **5-27. A FEW CLOSING WORDS**

This handbook is intended to give employees a broad summary of things they should know about Brighter Bites. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, Brighter Bites, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Employees should not hesitate to speak to management if they have any questions about Brighter Bites or its personnel policies and practices.

## Section 6 - ARIZONA ADDENDUM

### 6-1. NOTIFICATION OF CONSTRUCTIVE DISCHARGE

Any employee is encouraged to communicate to Brighter Bites by contacting Human Resources Department whenever the employee believes working conditions may become intolerable to the employee and may cause the employee to resign. Under Ariz. Rev. Stat. § 23-1502, the employee may be required to notify Brighter Bites in writing that a working condition exists that the employee believes is intolerable, that will compel the employee to resign, or that constitutes a constructive discharge, if the employee wants to preserve the right to bring a claim against Brighter Bites alleging that the working condition forced the employee to resign.

Under the law, the employee may be required to wait 15 calendar days after providing written notice before the employee may resign if the employee desires to preserve the right to bring a constructive discharge claim against Brighter Bites. The employee may be entitled to a paid or unpaid leave of absence of up to 15 calendar days while waiting for Brighter Bites to respond to the employee's written communication about the employee's working condition.

If employees have any questions regarding this policy, they should contact Human Resources Department.

## Section 7 - CALIFORNIA ADDENDUM

### 7-1. EQUAL EMPLOYMENT OPPORTUNITY

Brighter Bites is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, religious creed, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, and related medical conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, protected medical condition as defined by applicable state or local law (such as cancer), reproductive health decision making, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances. Brighter Bites's management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs, and general treatment during employment.

Brighter Bites will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's: physical or mental disability; sincerely held religious beliefs and practices; needs as a victim of domestic violence, sex offenses, or stalking; needs related to pregnancy, childbirth, or related medical conditions; and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon Brighter Bites's business operations. Any applicant or employee who needs an accommodation to perform the essential functions of the job should contact the employee's supervisor to request such an accommodation. The individual should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation, to the extent permitted and in accordance with applicable law. Brighter Bites will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made. Brighter Bites will evaluate requested accommodations, and as appropriate identify other possible accommodations, if any. The individual will be notified of Brighter Bites's decision within a reasonable period. Brighter Bites treats all medical information submitted as part of the accommodation process in a confidential manner.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the employee's supervisor. Brighter Bites will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact the employee's supervisor. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

### 7-2. ANTI-HARASSMENT - CA

Brighter Bites and Insperity are committed to a work environment in which all individuals are treated with respect and dignity and are free from all forms of harassment and discrimination. Any form of harassment, even when not unlawful or directed at a protected category, is prohibited and will not be tolerated. All employees, including supervisors, co-workers, vendors, contractors, customers or other third parties, are expected to adhere to this policy.

Reported or suspected occurrences of harassment or discrimination will be promptly and thoroughly

investigated. Following an investigation, Brighter Bites and Insperity will promptly take any necessary and appropriate disciplinary action.

Brighter Bites and Insperity will not permit or condone any acts of retaliation against anyone who files or cooperates in the investigation of harassment or discrimination complaints.

1. The term "harassment" includes harassment based on any category protected by federal, state or local law, which may include, but is not limited to, unwelcome slurs, jokes, or verbal, graphic or physical conduct relating to an individual's race (including hair texture and hairstyles), color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status, veteran status (including protected veterans), marital status, registered domestic partner or civil union status, familial status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information, or sexual orientation.
2. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:
  - a. Submission to such conduct is an explicit or implicit term or condition of employment;
  - b. Employment decisions are based on an employee's submission to or rejection of such conduct; or
  - c. Such conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

### Complaint Procedure

Brighter Bites and Insperity provide you with a convenient and reliable method for reporting incidents of alleged harassment, including sexual harassment, and discrimination. Any employee who feels harassed or discriminated against is encouraged to immediately inform the alleged offender that the behavior is unwelcome. In many instances, the person is unaware their conduct is offensive and this action alone may often resolve the problem. If the informal discussion with the alleged offender is unsuccessful in remedying the problem, or if you do not feel comfortable with such an approach, you should immediately report the conduct to your immediate supervisor, manager or company owner and the Insperity Anti-Harassment Hotline number at 844-677-3030. We cannot resolve a harassment or discrimination problem, unless we know about it. Therefore, it is your responsibility to bring those kinds of problems to our attention so we can take the necessary steps to correct any problems. The report should include all facts available to you regarding the alleged harassment, sexual harassment, or discrimination.

When you call the Insperity Anti-Harassment Hotline, please be sure to leave your name, Insperity employee identification number or the last four digits of your social security number, and the name of the client company for which you work. If you wish to make an anonymous complaint, you may do so. However, the scope of our investigation may be limited based on the information you provide.

### Confidentiality

All reports of alleged harassment, sexual harassment, or discrimination will be treated seriously. Confidentiality will be maintained to the extent possible. However, to conduct a thorough investigation, certain information may need to be disclosed to other individuals, including the alleged offender. Consequently, absolute confidentiality cannot be promised and cannot be guaranteed.

### Investigative Procedure

Once a complaint of alleged harassment, sexual harassment, or discrimination is received, we will begin a prompt and thorough investigation. The investigation may include interviews with all involved employees, including the alleged harasser, and any employees who are aware of facts or incidents alleged to have occurred.

Following an investigation, Brighter Bites and Insperity will promptly take any necessary and appropriate disciplinary action. Disciplinary action will be taken if the investigation reveals that an employee has acted in a manner that is not in alignment with the goals of this policy. Brighter Bites and Insperity may address any workplace issue discovered during an investigation. This may include some or all of the following steps:

1. Restore any lost terms, conditions, or benefits of employment to the complaining employee.
2. Discipline the alleged harasser. This discipline may include written disciplinary warnings, transfer, demotion, suspension and/or termination of employment.

If the alleged harassment, sexual harassment, or discrimination is from a vendor, contractor, customer or other third party, Brighter Bites and Insperity will take appropriate action to stop the conduct.

If you have made a complaint but feel that the action taken in response has not remedied the situation, you should make an additional complaint following the complaint procedure outlined in this policy.

#### Duties of Employees and Supervisors

All employees of the company, both management and non-management, are responsible for assuring that a workplace free of harassment, sexual harassment, and discrimination is maintained. Any employee may file a complaint regarding incidents experienced personally or incidents observed in the workplace. The company strives to maintain a pleasant work environment where all employees are able to effectively perform their work without interference of any type and requests the assistance of all employees in this effort.

All managers and supervisors are responsible for doing all they can to prevent and discourage harassment, sexual harassment, and discrimination from occurring. If a complaint of harassment, sexual harassment or discrimination is raised, the individual to whom the complaint is made (i.e., supervisor, manager, company owner) should act promptly to notify the Insperity Anti-Harassment hotline number so an investigation may promptly proceed. The company and Insperity may discipline any managers or supervisors who fail to follow this policy, which discipline, may include termination.

The Civil Rights Department and/or the U.S. Equal Employment Opportunity Commission may also investigate and process complaints of harassment and discrimination. Employees may file a complaint with these agencies by contacting either:

- Civil Rights Department (CRD) at 800-884-1684 or <https://calcivilrights.ca.gov/contactus/>.
- Equal Employment Opportunity Commission (EEOC) at 800-669-4000 or <https://www.eeoc.gov/contact-eeoc/>.

### 7-3. WORKING HOURS AND SCHEDULE

Employees will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of the business, at some point Brighter Bites may need to change individual work schedules on either a short-term or long-term basis.

#### Rest Breaks

Non-exempt employees who work three-and-one-half (3.5) or more hours per day are authorized and permitted one (1) 10-minute rest break for every four (4) hours or major fraction thereof worked. For purposes of this policy, "major fraction" means any time greater than two (2) hours. For example, if employees work more than six (6) hours, but no more than 10 hours in a workday, they are authorized and permitted to take two (2) 10-minute rest breaks: one (1) during the first half of a shift and a second rest break during the second half of the shift. If employees work more than 10 hours but no more than 14 hours in a day, they are authorized and permitted to take three (3) 10-minute rest breaks, and so on.

Rest breaks should be taken as close to the middle of each work period of four (4) hours or major fraction thereof as is practical. Employees do not need to obtain their supervisor's approval or notify their supervisor when taking a rest break. Employees are encouraged to take their rest breaks; they are not expected to and should not work during their rest breaks. Non-exempt employees are paid for all rest break periods and do not need to clock out when taking a rest break.

Rest breaks may not be combined with another rest break or with the meal period. In addition, rest breaks may not be taken at the beginning or end of the work day to arrive late or leave early. Each rest break must be a separate break, meeting the requirements described above. If any work is performed during a rest break, or if the rest break is interrupted for any work-related reason, the employee is entitled to another uninterrupted paid rest break.

Brighter Bites also provides cool down rest and recovery periods as needed to prevent heat illness as required by law for employees who perform work: (1) outdoors when temperatures are 80 degrees or higher or (2) indoors where temperatures are 82 degrees or higher.

#### Meal Periods

Employees who work more than five (5) hours in a workday are provided an unpaid, off-duty meal period of at least 30 minutes. Employees are responsible for scheduling their own meal periods, but they should confirm them with their supervisor. Meal periods must begin no later than the end of the fifth hour of work. For example, the employee who begins working at 8:00 a.m. must begin the meal period no later than 12:59 p.m. When scheduling a meal period, employees should try to anticipate workflow and deadlines.

Employees who work more than 10 hours in a day are entitled to a second unpaid, off-duty 30-minute meal period. Employees entitled to a second meal period should schedule their second meal period so it begins no later than before the end of their tenth hour of work, meaning the meal period should begin after working no more than nine (9) hours, 59 minutes.

During meal periods, employees are relieved of all duty and should not work during this time. When taking a meal period, employees should completely stop working for at least 30 minutes. Employees are prohibited from working "off the clock" during their meal period.

Those employees who use a time clock must clock out for their meal periods. These employees are expected to clock back in and promptly return to work at the end of any meal period. Those employees who record

their time manually must accurately record their meal periods by recording the beginning and end of each work period. Unless otherwise directed by a supervisor in writing, employees do not need to obtain a supervisor's approval or notify a supervisor when taking a meal period. Employees are to immediately notify their supervisor if they believe that they are prevented by the nature of their work from taking a timely and/or complete meal period.

### **Meal Period Waiver**

If no more than six (6) hours of work will complete the day's work, employees may voluntarily waive the meal period in writing. Employees should see their supervisor to obtain this waiver form. If the employee works no more than twelve (12) hours, the employee can waive the second meal period, but only if the first meal period was received and not waived in any manner. Any waiver of the second meal period must be in writing and submitted before the second meal period. Employees should see their supervisor to obtain this waiver form. Employees who work more than 12 hours may not waive, and should take, their second unpaid, off-duty, and uninterrupted 30-minute meal period.

### **No Working During Rest Breaks and Meal Periods**

Employees are completely relieved of all work duties and responsibilities during their rest breaks and meal periods. All rest breaks and meal periods must be taken outside the work area, such as in a break room. Employees may leave the premises during rest breaks and meal periods. Employees should not visit or socialize with employees who are working while they are taking a rest break or meal period. Employees, including those in a sensitive position like security or information technology, are not expected to remain "on call" or available to respond to messages, monitor radios, telephones, email, or other devices during meal periods and rest breaks.

Employees are required to immediately notify their supervisor if they believe they are being pressured or coerced by any manager, supervisor or other employee to not take any portion of a provided rest break or meal period.

## **7-4. OVERTIME**

When Brighter Bites experiences periods of extremely high activity, additional work may be required. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations.

Non-exempt employees generally will be paid overtime at the rate of time and one-half (1.5) times their regular rate of pay for all hours worked in excess of eight (8) hours in one (1) day or 40 hours in one (1) week, or for the first eight (8) hours on the seventh (7<sup>th</sup>) consecutive day in the same workweek.

Non-exempt employees generally will be paid double-time for hours worked in excess of 12 in any workday or in excess of eight (8) on the seventh (7<sup>th</sup>) day of the workweek.

Employees may work overtime only with management authorization.

For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Monday and ends 168 hours later at 12 a.m. on the following Monday.

## 7-5. TRAVEL TIME FOR NON-EXEMPT EMPLOYEES

California non-exempt employees are paid for travel time in accordance with state law.

## 7-6. SAFE HARBOR POLICY FOR EXEMPT EMPLOYEES

It is Brighter Bites policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure employees are paid properly and no improper deductions are made, employees must review their pay stubs promptly to identify and to report all errors.

If the employee believes a mistake has occurred or if the employee has any questions, the employee should use the reporting procedure outlined below.

Exempt salaried employees receive a salary which is intended to compensate for all hours worked for Brighter Bites. This salary will be established at the time of hire or when the employee becomes classified as an exempt employee. While it may be subject to review and modification from time-to-time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under state law, salary is subject to certain deductions. For example, the employee's salary can be reduced for the following reasons:

- full-day absences for personal reasons;
- full-day absences for sickness or disability, if the available paid sick leave has been exhausted;
- intermittent absences, including partial-day absences, covered by the federal Family and Medical Leave Act, if other available paid leave has been exhausted;
- to offset amounts received as payment for jury and witness fees or military pay;
- during the first or last week of employment in the event the employee works less than a full week; and
- any work week in which the employee performs no work for Brighter Bites.

Salary also may be reduced for certain types of deductions, such as the employee portion of health, dental or life insurance premiums; state, federal or local taxes, social security; or, voluntary contributions to a 401(k) or pension plan.

In any workweek in which the employee performed any work, the employee's salary will not be reduced for any of the following reasons:

- partial-day absences for personal reasons, sickness or disability;
- absence on a holiday when the facility is closed or because the facility is otherwise closed on a scheduled workday;
- absences for jury duty, attendance as a witness or military leave in any week in which the employee has performed any work; and
- any other deductions prohibited by state or federal law.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to their supervisor. If the supervisor is unavailable or if employees believe it would be inappropriate to contact that person (or if they have not received a prompt and fully acceptable reply), they should

immediately contact Human Resources Department or any other supervisor in Brighter Bites with whom the employee feels comfortable. If employees are unsure of whom to contact if they have not received a satisfactory response within five (5) business days after reporting the incident, they should immediately contact the Company President.

Every report will be fully investigated and corrective action will be taken where appropriate, up to and including termination for any employee who violates this policy. In addition, Brighter Bites will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination.

## **7-7. LOS ANGELES SICK AND SAFE TIME FOR NON-EXEMPT EMPLOYEES (INCLUDING THE HWHFA)**

### **Eligibility**

Brighter Bites provides paid sick leave to non-exempt employees who work in the City of Los Angeles for Brighter Bites for 30 days or more within a year from the commencement of employment and who, in a particular week, perform at least two (2) hours of work per week for Brighter Bites in the City of Los Angeles. For non-exempt employees who work in the City of Los Angeles who are eligible for paid sick time under another policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than any other policy and/or any other applicable sick time/leave law or ordinance.

Exempt employees should refer to the California: Sick and Safe Time policy.

### **Accrual**

Employees begin accruing paid sick leave at the start of employment. Paid sick leave accrues at the rate of one (1) hour for every 30 hours worked, up to a maximum accrual of 80 hours. For purposes of this policy, the year is the consecutive 12-month period beginning on January 1 and ending on December 31.

### **Usage**

Employees can use accrued paid sick leave on the 90th day of employment. Paid sick leave must be used in a minimum increment of two (2) hours. Employees cannot use more than 48 hours of paid sick leave per year.

Paid sick leave may be used for the following reasons:

1. For diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or the employee's family member; or
2. For any employee who is a victim or whose family member is a victim of a qualifying act of violence:
  - a. To appear in court to comply with a subpoena, or other court order as a witness in a judicial proceeding;
  - b. To obtain or attempt to obtain any relief for the family member, including but not limited to, 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;
  - c. 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;
  - d. 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;

- e. 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;
- f. To participate in safety planning or take other actions to increase safety from future qualifying acts of violence;
- g. 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;
- h. To provide care to a family member who is recovering from injuries caused by a qualifying act of violence;
- i. 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;
- j. To prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; or
- k. 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.

For purposes of this policy, "family member" means a child (including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, all regardless of age or dependency status); spouse; registered domestic partner; parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of the employee or the employee's spouse or registered domestic partner or a person who stood in loco parentis when the employee was a minor child); grandparent; grandchild; sibling; designated person; or any individual related by blood or affinity whose close association with the employee is equivalent of a family relationship. Employees are limited to selecting one (1) designated person per 12-month period for paid sick days.

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

- 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.

Unless the employee advises the employee's supervisor otherwise, Brighter Bites will assume, subject to applicable law, that employees want to use available paid sick leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have paid sick leave available.

Employees will be notified of their available paid sick leave on each itemized wage statement.

#### **Notice and Documentation**

Notice to the employee's supervisor may be given orally or in writing. If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee must provide notice of the need for the leave as soon as practicable. In the case of unforeseeable absences, Brighter Bites generally requests advanced notification of at least two (2) hours prior to the start of the employee's shift or, if such notice is not possible, as soon as practicable. Brighter Bites may also take reasonable measures to verify that employees' use of paid sick leave is lawful, to the maximum extent permitted by applicable law.

The Brighter Bites may require the employee to provide reasonable documentation of an absence from work of more than three (3) consecutive days for which paid sick leave is or will be used to the maximum extent permitted by applicable law.

### **Payment**

Eligible employees will receive payment for paid sick leave, at the same rate of pay they normally earn during regular work hours, unless otherwise required by applicable law, by the next regular payroll period after the leave was taken, and in no event will the rate of pay be less than the Los Angeles or California minimum wage, whichever is higher.

Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

### **Carryover and Payout**

Unused paid sick leave carries over from year to year but is subject to the maximum accrual (accrual cap) of 80 hours. Once the accrual cap is reached, paid sick leave will stop accruing until some paid sick leave is used. Accrued but unused paid sick leave under this policy will not be paid at separation. Unused sick hours will be reinstated if re-employed by Brighter Bites within one year of separation. While sick time is paid through Insperity, sick time is solely a Brighter Bites policy.

### **Enforcement and Retaliation**

Retaliation or discrimination against the employee who requests paid sick leave or uses paid sick leave, or both, is prohibited, and employees may file a complaint with the California Labor Commissioner or the appropriate city designated administrative agency against an employer who retaliates or discriminates against the employee.

If employees have any questions regarding this policy, they should contact the employee's supervisor.

## **7-8. SAN DIEGO SICK AND SAFE TIME FOR NON-EXEMPT EMPLOYEES (INCLUDING THE HWHFA)**

### **Eligibility**

Brighter Bites provides earned sick leave to non-exempt employees who, in one (1) or more calendar weeks of the year, perform at least two (2) hours of work for Brighter Bites in the City of San Diego. For non-exempt employees who work in San Diego who are eligible for sick time under another policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than any other policy and/or any other applicable sick time/leave law or ordinance.

Exempt employees should refer to the California: Sick and Safe Time policy.

Employees begin accruing earned sick leave at the start of employment. Earned sick leave accrues at the rate

of one (1) hour for every 30 hours worked, subject to a maximum accrual of 80 hours. For purposes of this policy, the year is the consecutive 12-month period beginning on January 1 and ending on December 31.

## **Usage**

Employees can use accrued earned sick leave on the 90th calendar day of employment. Earned sick leave must be used in a minimum increment of two (2) hours. Employees cannot use more than 40 hours of earned sick leave in any year.

Earned sick leave may be used for the following reasons:

1. When the employees are physically or mentally unable to perform their duties due to illness, injury, pregnancy or another medical condition;
2. To obtain a physical examination or a professional diagnosis or treatment of the employee's medical condition;
3. To aid, assist, or care for a family member with an illness, injury, or medical condition, including assistance in obtaining professional diagnosis or treatment of a medical condition;
4. For any employee who is a victim or whose family member is a victim of a qualifying act of violence:
  - a. To appear in court to comply with a subpoena, or other court order as a witness in a judicial proceeding;
  - b. To obtain or attempt to obtain any relief for the family member, including but not limited to, 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;
  - c. 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;
  - d. 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;
  - e. 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;
  - f. To participate in safety planning or take other actions to increase safety from future qualifying acts of violence;
  - g. 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;
  - h. To provide care to a family member who is recovering from injuries caused by a qualifying act of violence;
  - i. 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;
  - j. To prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; or
  - k. 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.

The employee's place of business is closed by order of a public official due to a public health emergency, or the employee is providing care or assistance to a child, whose school or childcare provider is closed by order of a public official due to a public health emergency.

For purposes of this policy, family member means a child (a biological, adopted, or foster child; a stepchild; a legal ward; a child of a domestic partner; or a child of the employee standing in loco parentis); spouse (a person to whom the employee is legally married under California laws or the employee's domestic partner); parent (a biological, foster, or adoptive parent; a step-parent; a legal guardian; or a person who stood in loco parentis when the employee was a minor child); grandparent; grandchild; sibling (a brother or sister, whether related through half blood, whole blood, or adoption or one who is a stepsibling); the child or parent of a spouse; or a designated person. Employees are limited to selecting one (1) designated person per 12-month period for paid sick days.

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

- 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.

Unless the employee advises the employee's supervisor otherwise, Brighter Bites will assume, subject to applicable law, that employees want to use available earned sick leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have earned sick leave available.

Employees will be notified of their available earned sick leave on each itemized wage statement.

### **Notice and Documentation**

Employees are required to provide reasonable notification of an absence taken under this policy. In the case of foreseeable absences, Brighter Bites requires reasonable advance notification. In the case of unforeseeable absences, Brighter Bites requires notice of the need to use earned sick leave as soon as practicable. To the maximum extent permitted by applicable law, Brighter Bites may request documentation for the use of earned sick leave of more than three (3) consecutive work days or 24 consecutively scheduled work hours, whichever is greater. Acceptable documentation includes documentation signed by a licensed health care provider indicating the need for the amount of earned sick leave taken.

### **Payment**

Eligible employees will receive payment for earned sick leave, at the same rate of pay as the employee normally earns during regular work hours, by the next regular payroll period after the leave was taken, and in no event will the rate of pay be less than the San Diego or California minimum wage, whichever is higher. Use of earned sick leave is not considered hours worked for purposes of calculating overtime.

### **Carryover and Payout**

Accrued, unused earned sick leave carries over from year to year, but is subject to a maximum accrual (accrual cap) of 80 hours. Once the accrual cap is reached, earned sick leave will stop accruing until some earned sick leave is used.

Accrued but unused earned sick leave under this policy will not be paid at separation. Unused sick hours will be reinstated if re-employed by Brighter Bites within one year of separation. While sick time is paid through Insperity, sick time is solely a Brighter Bites policy.

### **Enforcement and Retaliation**

Retaliation or discrimination against the employee who requests earned sick days or uses earned sick days, or both, is prohibited, and employees may file a complaint with the California Labor Commissioner or the San Diego Enforcement Office or a court of competent jurisdiction against an employer who retaliates or discriminates against the employee.

If employees have any questions regarding this policy, they should contact the employee's supervisor.

### **7-9. LACTATION BREAKS**

Brighter Bites supports the legal right and necessity of employees who choose to express milk in the workplace. This policy establishes guidelines for promoting a breastfeeding-friendly work environment and supporting lactating employees for as long as they desire to express breast milk.

Brighter Bites will provide a reasonable amount of break time for employees who wish to express breast milk for their infant child each time the employee has a need to express milk, in accordance with applicable local, state, and federal law. If possible, the break time must run concurrently with rest and meal periods already provided. If break time cannot run concurrently with rest and meal periods, it will be unpaid, to the extent permitted by applicable law.

Brighter Bites will provide breastfeeding employees with space, in close proximity to their work area, that is shielded from view and free from intrusion from co-workers and the public. The room or location may include the place where the employee normally works if it otherwise meets the requirements of the lactation space. Restrooms are prohibited from being used for lactation purposes.

Employees who need a lactation accommodation should submit a request for possible accommodation to Human Resources Department. Upon receiving an accommodation request, Brighter Bites will respond to the employee within five (5) business days. Brighter Bites and the employee shall engage in an interactive process to determine the appropriate accommodations.

California law expressly prohibits discrimination or retaliation against lactating employees for exercising their rights granted by the ordinance. This includes those who request time to express breast milk at work and/or who lodge a complaint related to the right to lactation accommodations.

Employees have the right to file a complaint with the Labor Commissioner for any violation of the rights underlying this policy.

Employees can consult Human Resources Department with questions regarding this policy.

### **7-10. WORKERS' COMPENSATION**

On-the-job injuries are covered by Brighter Bites's Workers' Compensation Insurance Policy, which is provided at no cost to employees. If injured on the job, no matter how slightly, employees should report the incident immediately to their supervisor. Failure to follow Brighter Bites procedures may affect one's ability to receive Workers' Compensation benefits.

Any leave of absence due to a workplace injury runs concurrently with all other Brighter Bites leaves of absence. Reinstatement from leave is guaranteed only if required by law. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

Questions regarding workers' compensation insurance coverage should be directed to your supervisor or the Insperity Workers' Compensation Department at 866-250-9661.

#### **7-11. PRIVATE EMPLOYER WITNESS LEAVE**

Employees who are subpoenaed or otherwise required by law to appear in court as witnesses in any judicial proceeding will not face discharge, discrimination, or retaliation for taking time off to comply with these obligations.

Employees may use vacation, personal leave, paid sick leave, or other paid time off to cover any period of absence under this policy.

Employees must notify their supervisor as soon as possible upon receiving a subpoena or court order and provide reasonable advance notice of their intention to take time off, unless providing such notice is not feasible. When an unscheduled absence occurs, Brighter Bites will not take any adverse action against employees if, within a reasonable time after the absence, they provide supporting certification upon Brighter Bites's request.

This policy does not create a right for employees to take unpaid leave that exceeds the unpaid leave time that is allowed under, or is in addition to, the unpaid leave time permitted by the 12 weeks provided under the federal Family and Medical Leave Act.

#### **7-12. VOTING LEAVE**

In the event employees do not have sufficient time outside of working hours to vote in a statewide election, employees may take off sufficient working time to vote. This time should be taken at the beginning or end of the regular work schedule, whichever allows the most free time for voting and the least time off from work. Employees will be allowed a maximum of two (2) hours of voting leave on Election Day without loss of pay. Where possible, supervisors should be notified of the need for leave at least two (2) working days prior to the Election Day.

#### **7-13. STATUTORY SHORT-TERM DISABILITY BENEFITS**

Brighter Bites also provides statutory short-term disability insurance.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

## 7-14. PAID FAMILY LEAVE BENEFITS

Employees may be eligible to receive benefits through the California Paid Family Leave (PFL) program, which is administered by the Employment Development Department (EDD), when they take leave to:

- Care for a child, spouse, parent, grandparent, grandchild, sibling, parent-in-law, or registered domestic partner with a serious health condition;
- Bond with a minor child within the first year of the child's birth or placement in connection with foster care or adoption; or
- Participate in a qualifying exigency related to the covered active duty or call to covered active duty of the employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States.

These benefits are financed solely through employee contributions to the PFL program. That program is solely responsible for determining if the employee is eligible for such benefits.

If employees need to take time off work for any of the reasons set forth above, they must advise Brighter Bites, and they will be given information about the EDD's PFL program and how to apply for benefits.

Employees also may contact their local EDD Office for further information. Employees should maintain regular contact with Brighter Bites during the time off work so Brighter Bites may monitor the employee's return-to-work status. In addition, the employee should contact Brighter Bites when ready to return to work so Brighter Bites may determine what positions, if any, are open.

Employees taking time off work for any of the reasons set forth above are not guaranteed job reinstatement unless they qualify for such reinstatement under federal or state family and medical leave laws.

Any time off for Paid Family Leave purposes will run concurrently with other leaves of absence, such as Family and Medical Leave/California Family Rights Act Leave, if applicable. Please see the "Family and Medical Leave/California Family Rights Act" policies in this handbook for eligibility requirements, if applicable.

## 7-15. BEREAVEMENT LEAVE

Employees who have been employed for at least 30 days may take bereavement leave of up to five (5) days upon the death of a family member. For the purposes of this policy, a family member includes a spouse or a child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law.

Bereavement leave need not be consecutive but must be completed within three (3) months of the family member's death.

Bereavement leave will be paid at the employee's base rate of pay at the time of absence for the number of hours the employee otherwise would have worked that day. Bereavement leave is not counted as hours worked for purposes of calculating overtime.

If requested by Brighter Bites, employees must provide documentation of the death of the family member within 30 days of the first day's leave. 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.

Brighter Bites will maintain the confidentiality of any employee requesting leave under this policy including

documentation provided to Brighter Bites related to a request for leave. Employees wishing to utilize bereavement leave should contact Human Resources Department. Employees will not be subject to adverse action for exercising rights or attempting to exercise rights under this policy, opposing practices that they believe to be in violation of this policy, or supporting the exercise of rights of another under this policy.

## **7-16. REPRODUCTIVE LOSS LEAVE**

Employees who have been employed for at least 30 days will be provided with up to five (5) days of reproductive loss leave following a reproductive loss event. Employees who experience more than one (1) reproductive loss event within a 12-month period are limited to 20 days of reproductive loss leave in a 12-month period. For purposes of this policy, a reproductive loss event means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction via artificial insemination or an embryo transfer.

Leave may only be taken on regularly scheduled workdays. Leave does not need to be taken on consecutive days. Leave must be completed within three (3) months of the reproductive loss event, except that if the employee is on some other leave from work prior to or immediately following a reproductive loss event, the reproductive loss leave is available for use during the three (3) months following the end date of the other leave.

Reproductive loss leave is unpaid, except to the extent the employee is eligible for paid leave for these purposes under other Brighter Bites policies. The employee may elect to use accrued (vacation, personal days, or sick leave) to receive pay during any unpaid leave taken under this policy. Leave provided pursuant to this policy will run concurrently with any other applicable leave of absence for covered reasons, to the maximum extent permitted by applicable law. The substitution of paid time for unpaid leave time does not extend the length of leave and the paid time will run concurrently with the employee's reproductive loss leave entitlement.

Employees must inform their supervisor prior to commencing reproductive loss leave. Brighter Bites will maintain the confidentiality of any employee requesting leave under this policy including information provided to Brighter Bites related to a request for leave.

## **7-17. PERSONAL LEAVE**

If employees are ineligible for any other Brighter Bites leave of absence, Brighter Bites, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and employees are not eligible for FMLA and CFRA, medical certification also must be submitted. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, a leave of absence will be granted for a period of up to eight (8) weeks. However a personal leave may be extended if, prior to the end of leave, employees submit a written request for an extension to management and the request is granted. During the leave, employees will not earn vacation, personal days or sick days. We will continue health insurance coverage during the leave if employees submit their share of the monthly premium payments to Brighter Bites in a timely manner, subject to the terms of the plan documents.

When the employees anticipate returning to work, they should notify management of the expected return date. This notification should be made at least one week before the end of the leave.

Upon completion of the personal leave of absence, Brighter Bites will attempt to return employees to their original job or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by Brighter Bites will be considered a voluntary resignation of employment.

Personal leave runs concurrently with any Brighter Bites-provided Short-Term Disability Leave of Absence.

## **7-18. TIME OFF FOR MILITARY SPOUSES**

If the employee works, on average, at least 20 hours per week and their spouse is a qualified member of the United States Armed Forces, the National Guard or the Reserves, the employee is eligible to take leave for a period of up to 10 days while their spouse is home during a qualified leave period. When the employee is also eligible for military family member exigency leave, leave under this policy shall also count toward the employee's leave entitlement under the Family and Medical Leave Act (FMLA), where the time off meets the definition of FMLA military exigency leave.

### **Required Notice to Employer**

Within two (2) business days of receiving official notice that the employee's spouse will be on leave the employee must provide notice to Brighter Bites of their intent to take military spouse leave.

### **Required Documentation**

The employee must submit written documentation to Brighter Bites certifying that during the requested time off, the employee's spouse will be on leave from deployment during a period of military conflict.

### **Leave is Unpaid**

Leave granted under this policy is unpaid.

### **Definitions**

For the purposes of this policy, the following definitions apply:

**"Qualified Member"** means any of the following:

- a member of the United States Armed Forces who is deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States; or
- a member of the National Guard who is deployed during a period of military conflict; or
- a member of the Reserves who is deployed during a period of military conflict.

**"Period of Military Conflict"** means any of the following:

- a period of war declared by the U.S. Congress; or
- a period of deployment for which members of the Reserves are ordered to active duty.

**"Qualified Leave Period"** means the period during which the qualified member is on leave from deployment during a period of military conflict.

## **7-19. BONE MARROW DONATION LEAVE**

The employee who has been employed for at least 90 days may request a leave of absence for up to five (5) business days in any one-year period to undergo a medical procedure to donate bone marrow. Employees must provide a certification from their physician regarding the purpose and length of each leave requested. The employee must use any accrued vacation time, sick leave or paid time off for this leave, but the use of vacation accrual, sick leave or paid time off does not extend the term of this leave. If accrued vacation, sick leave or paid time off is not available, the time off for such procedure shall be paid, but the paid time off shall not exceed five (5) days. Bone marrow donation leave will not be designated as FMLA or CFRA leave time. Employees will receive health benefits for the duration of their Bone Marrow Donation Leave and upon returning from such leave will have a right to return to the same or equivalent positions they held before such leave.

## **7-20. ORGAN DONATION LEAVE**

Employees who have been employed for at least 90 days may request a paid leave of absence for up to 30 business days in any one-year period to undergo a medical procedure to donate an organ. Employees can request an additional 30 days of unpaid leave in any one-year period for this same purpose. Employees must provide a certification from their physician regarding the purpose and length of each leave requested. The one-year period is measured from the start of the leave.

For an initial request for organ donation leave, the employee must use up to two weeks of accrued vacation, sick leave or paid time off for this leave, but the use of vacation accrual, sick leave or paid time off does not extend the term of the leave. If accrued vacation, sick leave or paid time off is not available, the time off for such procedure shall be paid however the paid time off shall not exceed 30 days. Organ donation leave will not be designated as FMLA or CFRA leave time. Employees will receive health benefits for the duration of their organ donation leave and upon returning from such leave will have a right to return to the same or equivalent positions they held before such leave. Absences due to organ donation leave do not count as a break in service for the purpose of the employee's right to salary adjustments, sick leave, vacation and paid time off or seniority.

## **7-21. FAMILY AND MEDICAL LEAVE**

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA). Additionally, employees who are CFRA-eligible have certain rights to take both a pregnancy disability leave (PDL) and CFRA leave for the birth of a child.

This policy provides employees with information concerning FMLA/CFRA entitlements and obligations they may have during such leaves and also explains differences between FMLA, CFRA, and PDL. Where more than one (1) of the laws applies, leave taken may be counted under more than one law at the same time to the extent permitted by the applicable law(s). For example, where leave for a pregnancy disability is also FMLA-qualifying, the leave will count against both FMLA and PDL entitlements. However, PDL is separate from and does not count against employees' CFRA leave entitlement. (Please consult the Pregnancy Disability Leave policy for more information on PDL.) This policy will be interpreted to comply with the law(s) that apply to a particular leave.

If employees have any questions concerning FMLA/CFRA leave, they should contact Supervisor.

## I. Eligibility

The FMLA and CFRA provide eligible employees with a right to leave, health insurance benefits, and, with some limited exceptions, job restoration. To be an "eligible employee," the employee must: 1) have been employed by Brighter Bites for at least 12 months (which need not be consecutive) and 2) have worked for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave. All California employees who meet these two (2) criteria are eligible for CFRA leave. California employees also may be eligible to take leave for FMLA reasons if they are eligible for CFRA leave and work at a worksite where 50 or more employees are located within 75 miles.

\*Special hours of service eligibility requirements apply to airline flight crew employees.

## II. Entitlements for FMLA/CFRA Leave

### A. Basic FMLA/CFRA Leave Entitlement

The FMLA/CFRA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined by a rolling 12-month period measured backward from the date the employee uses their family and medical leave. In some instances, leave may be counted under the FMLA but not CFRA or CFRA but not the FMLA. Leave may be taken for any one (1), or for a combination, of the following reasons:

1. Disability due to pregnancy, childbirth, or related medical condition (counts only toward FMLA leave and PDL leave entitlements);
2. Bonding and/or caring for a newborn child (counts toward FMLA and CFRA leave entitlements);
3. For placement with the employee of a child for adoption or foster care and to care for the newly placed child (counts toward FMLA and CFRA leave entitlements);
4. To care for the employee's spouse, child, or parent with a **serious health condition** (counts toward FMLA and CFRA leave entitlements);
5. To care for the employee's registered domestic partner, parent-in-law, grandparent, grandchild, sibling, or designated person with a serious health condition (counts towards CFRA entitlements only, except when grandparent, grandchild, or sibling meets FMLA definition of parent or child);
6. For the employee's own **serious health condition** (excluding pregnancy) that makes the employee unable to perform (1) one or more of the essential functions of their job (counts toward FMLA and CFRA leave entitlements); and/or
7. Because of any **qualifying exigency** arising out of the fact that the employee's spouse, registered domestic partner, son, daughter, or parent is a military member on covered active duty status (or has been notified of an impending call or order to covered active duty status) in the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or Regular Armed Forces for deployment to a foreign country (counts toward FMLA/CFRA leave entitlements, except that leave taken for a registered domestic partner counts towards CFRA leave entitlement only).

Leave to care for child after birth or placement for adoption or foster care must be taken within one (1) year of the child's birth or placement.

Under the **FMLA**, a **serious health condition** is an illness, injury, impairment, or physical or mental condition

that involves a period of incapacity or treatment connected with inpatient care (e.g., an overnight stay) in a medical care facility, hospice, or residential health care facility; or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of their job or prevents the qualified family member from participating in school or other daily activities.

Under the **CFRA**, a **serious health condition** is an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care or any period of incapacity, or continuing treatment by a health care provider. The CFRA defines "inpatient care" broadly and includes a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with inpatient care, or any period of incapacity. A person will be considered an "inpatient" when they are formally admitted to a health care facility with the expectation that they will remain at least overnight and occupy a bed, even if the person is ultimately discharged or transferred to another facility and does not actually remain overnight. The CFRA defines "incapacity" as the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment or the recovery that it requires.

Under the CFRA, a "designated person" means any individual related by blood or whose relationship 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. Brighter Bites may limit an employee to one designated person every 12-month period for family care and medical leave.

Under the FMLA and CFRA, subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment or incapacity due to pregnancy (FMLA only) or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty, and attending post-deployment reintegration briefings.

A leave of absence in connection with a workers' compensation injury/illness or for which the employee receives disability or State of California Paid Family Leave benefits shall run concurrently with FMLA/CFRA leave.

## **B. Additional Military Family Leave Entitlement (FMLA Only)**

In addition to the basic FMLA/CFRA leave entitlement described above, an eligible employee who is the spouse, son, daughter, parent, or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember is available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "**covered servicemember**" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." Covered servicemembers also include a veteran who is discharged or released from military service under conditions other than dishonorable at any time during the five-(5-) year period prior to the first date the eligible employee takes FMLA leave to care for the covered

veteran and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definition of a serious illness or injury for current Armed Forces members and covered Veterans are distinct from the definition of "serious health condition" applicable to leave to care for a family member or the employee's own illness or injury.

### **C. Intermittent Leave and Reduced Leave Schedules**

FMLA/CFRA leave usually will be taken for a period of consecutive days, weeks, or months. However, employees also are entitled to take FMLA/CFRA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember (FMLA only). Intermittent or reduced work schedule leave may be taken for absences where the employee or family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition, even if they do not receive treatment by a health care provider. Intermittent leave can also be taken for any qualifying exigency.

Employees also are eligible for intermittent leave for bonding with a child following birth or placement. Intermittent leave for bonding purposes generally must be taken in two-(2-)week increments, but Brighter Bites permits two (2) occasions where the leave may be for less than two (2) weeks.

### **D. Health Insurance Benefits Schedules**

During FMLA/CFRA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued work.

### **E. No Work While on Leave**

The taking of another job while on FMLA/CFRA leave or any other approved leave of absence is prohibited except as authorized by Brighter Bites or permitted by applicable law.

### **F. Restoration of Employment and Benefits**

At the end of FMLA/CFRA leave, employees generally have a right to return to the same or equivalent positions they held before the FMLA/CFRA leave. There is an exception for certain "key employees" under the FMLA that applies to leave for a seriously ill or injured covered servicemember (the CFRA does not have an exception for "key employees"). Brighter Bites will provide notice if employees qualify as "key employees" if it intends to deny reinstatement and any applicable rights in such instances.

Use of FMLA/CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/CFRA leave.

### **G. Notice of Eligibility for, and Designation of, FMLA/CFRA Leave**

Employees requesting FMLA/CFRA leave are entitled to receive written notice from Brighter Bites telling them whether they are eligible for FMLA/CFRA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA/CFRA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) Brighter Bites's designation of leave as FMLA/CFRA-qualifying or non-qualifying, if not FMLA/CFRA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

Brighter Bites will respond to a leave request within five (5) business days. Once given, approval shall be deemed retroactive to the date of the first day of the leave. Brighter Bites may designate FMLA/CFRA leave

retroactively with appropriate notice provided that doing so does not cause harm or injury to employees. In other cases, Brighter Bites and employees can mutually agree that leave is retroactively designated as FMLA/CFRA leave.

## **H. Employee Obligations for FMLA/CFRA Leaves**

### **a. Provide Notice of the Need for Leave**

Employees who take FMLA/CFRA leave must notify, in a timely manner, Brighter Bites of their need for FMLA/CFRA leave. The following describes the content and timing of such notices.

#### **i. Content of Notice**

To trigger FMLA/CFRA leave protections, employees must inform Supervisor of the need for FMLA/CFRA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA/CFRA leave specifically or explaining the reasons for leave so as to allow Brighter Bites to determine that the leave is FMLA/CFRA-qualifying. For example, employees might explain that:

1. A medical condition renders them unable to perform the functions of their job;
2. They are pregnant;
3. They or a covered family member have been hospitalized overnight;
4. They or a covered family member are under the continuing care of a health care provider;
5. The leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active-duty status; or
6. If the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA/CFRA leave under this policy. Employees must respond to Brighter Bites's lawful questions to determine if absences are potentially FMLA/CFRA-qualifying.

If employees fail to explain the reasons for FMLA/CFRA leave, the leave may be denied. When employees seek leave due to FMLA/CFRA-qualifying reasons for which Brighter Bites has previously provided FMLA/CFRA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA/CFRA leave.

#### **ii. Timing of Notice**

Employees must provide 30 days' advance notice of the need to take FMLA/CFRA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must notify Brighter Bites of the need for leave as soon as practicable under the circumstances. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA/CFRA notice obligations, may have FMLA/CFRA leave delayed or denied.

### **b. Cooperating in the Scheduling of Leave**

When planning medical treatment for themselves or family members or requesting to take leave on an intermittent or reduced schedule work basis, employees must consult with Brighter Bites and make a reasonable effort to schedule treatment so as not to unduly disrupt Brighter Bites operations. Employees

must consult with Brighter Bites prior to scheduling treatment in order to work out a treatment schedule that best suits the needs of both Brighter Bites and the employees, subject to the approval of the applicable health care provider. To the extent permitted by applicable law, when employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for employees or family members, including a period of recovery from a serious health condition or to care for a covered servicemember, Brighter Bites may temporarily transfer employees to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

**c. Submit Initial Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of FMLA/CFRA leave sought, employees may be required to submit medical certifications supporting their need for FMLA/CFRA-qualifying leave. As described below, there generally are three types of FMLA/CFRA medical certifications: an **initial certification**, a **recertification**, and a **return to work/fitness for duty certification**.

It is the responsibility of employees to provide Brighter Bites with timely, complete, and sufficient medical certifications. Whenever Brighter Bites requests employees to provide FMLA/CFRA medical certifications, they must provide the requested certifications within 15 calendar days after the request, unless it is not practicable to do so despite diligent, good faith efforts. Brighter Bites will inform employees if submitted medical certifications are incomplete or insufficient and provide them at least seven (7) calendar days to address deficiencies. Brighter Bites will delay or deny FMLA/CFRA leave to employees who fail to address deficiencies or otherwise fail to submit requested medical certifications in a timely manner.

Brighter Bites (through individuals other than the employee's direct supervisor) may contact the employee's health care provider to authenticate a medical certification.

Whenever Brighter Bites deems it appropriate to do so, it may waive its right to receive timely, complete, and/or sufficient FMLA/CFRA medical certifications.

**i. Initial Medical Certifications**

Employees requesting leave because of their own or a covered family member's serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins.

If Brighter Bites has reason to doubt the validity of an initial medical certification regarding the employee's own serious health condition, it may require the employee to obtain a second opinion at Brighter Bites's expense. If the opinions of the initial and second health care providers differ, Brighter Bites may, at its expense, require the employee to obtain a third, final and binding certification from a health care provider designated or approved jointly by Brighter Bites and the employee. Brighter Bites will reimburse employees for any reasonable "out of pocket" travel expenses incurred to obtain second or third medical opinions.

**ii. Medical Recertifications**

Depending on the circumstances and duration of FMLA/CFRA leave, Brighter Bites may require employees to provide recertification of medical conditions giving rise to the need for leave. Brighter Bites will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification. In cases of leave that qualifies under CFRA, recertification will be requested only when the original certification has expired and additional leave is requested.

### **iii. Return-to-Work Release**

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA/CFRA leaves that were taken because of their own serious health conditions must provide Brighter Bites with a release to return to work from their healthcare provider stating they are able to resume work. Employees taking intermittent leave may be required to provide a return-to-work release for such absences up to once every 30 days if reasonable safety concerns exist regarding their ability to perform their duties. Brighter Bites may delay and/or deny job restoration until employees provide return-to-work releases.

#### **d. Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, Brighter Bites may require them to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to active duty status and the dates of the military member's covered active duty service and, 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active-duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active-duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness as allowed by the FMLA only, Brighter Bites may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, Brighter Bites may request that the certification submitted set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

#### **e. Reporting Changes to Anticipated Return Date**

If the anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide Brighter Bites with reasonable notice (i.e., within two (2) business days) of their changed circumstances and new return-to-work date. If employees give Brighter Bites unequivocal notice of their intent not to return to work, they will be considered to have voluntarily resigned and Brighter Bites's obligation to maintain health benefits (subject to COBRA requirements) and to restore their positions will cease.

#### **f. Substitute Paid Leave for Unpaid FMLA Leave**

Employees are required to substitute accrued paid time while taking an unpaid FMLA/CFRA leave as follows:

- If employees request FMLA/PDL leave because of disability due to pregnancy, childbirth, or related medical conditions (excluding absences for which they are receiving short-term disability benefits), they must first substitute any accrued paid sick leave for unpaid family/medical leave. Employees may make a written request to substitute accrued, unused vacation, or other paid time off benefits for unpaid FMLA/PDL leave once their sick time is exhausted.
- If employees request FMLA/CFRA leave because of their own serious health condition (excluding absences for which they are receiving workers' compensation or short-term disability benefits), they must first substitute any accrued paid vacation, sick, or other paid time off for unpaid family/medical leave.
- If employees request FMLA/CFRA leave to care for a covered family member with a serious health condition (excluding absences for which they are receiving Paid Family Leave benefits), they must first

substitute any accrued paid vacation or other paid time off for unpaid family/medical leave. Once vacation or other paid time off is exhausted, upon their request, they can substitute paid sick leave for unpaid FMLA/CFRA leave to care for a covered family member with a serious health condition.

- If employees request FMLA/CFRA leave to bond with a newborn or newly placed child (excluding absences for which they are receiving Paid Family Leave benefits), they must first substitute any accrued paid vacation or other paid time off for unpaid leave.

For purposes of this substitution requirement, leave is not "unpaid" during any time for which the employee is receiving compensation from the State of California under its State Disability Insurance or Paid Family Leave programs or when receiving compensation from worker's compensation. Employees will not be required to use accrued paid leave hours during any time off under this policy for which they are receiving compensation under these programs. However, where applicable and permitted by law, they will be required to use paid leave accruals during any waiting periods applicable to these programs, and upon written request, Brighter Bites will allow them to use accrued paid time off to supplement any paid workers' compensation, disability, or Paid Family Leave benefits.

The substitution of paid time off for unpaid family/medical leave time does not extend the length of FMLA/CFRA leaves and the paid time off runs concurrently with the FMLA/CFRA entitlement.

#### **g. Pay Employee's Share of Health Insurance Premiums**

As noted above, during FMLA/CFRA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. If paid leave is substituted for unpaid family/medical leave, Brighter Bites will deduct employees' shares of the health plan premium as a regular payroll deduction. If FMLA/CFRA leave is unpaid, employees must pay their portion of the premium through a "pay-as-you-go" method. Brighter Bites's obligation to maintain health care coverage ceases if the premium payment is more than 30 days late. If the payment is more than 15 days late, Brighter Bites will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date.

If employees do not return to work for at least 30 calendar days after the end of the leave period (unless they cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse Brighter Bites for the cost of the premiums Brighter Bites paid for maintaining coverage during their unpaid FMLA/CFRA leave.

#### **I. Coordination of FMLA Leave with Other Leave Policies**

The FMLA and CFRA do not affect any federal, state, or local law prohibiting discrimination, or supersede any State or local law which provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA/CFRA leave is either not available or exhausted, please consult Brighter Bites's other leave policies in this handbook or contact Supervisor.

#### **QUESTIONS AND/OR COMPLAINTS ABOUT FMLA/CFRA LEAVE**

If employees have questions regarding this policy, they should contact Supervisor. Brighter Bites is committed to complying with the FMLA and CFRA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA and CFRA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain, or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their

FMLA rights have been violated, they should contact Supervisor immediately. Brighter Bites will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

## 7-22. LEAVE FOR QUALIFYING ACTS OF VIOLENCE

Any employee who is a victim or whose family member is a victim of a qualifying act of violence, may take unpaid leave for up to 12 weeks in any 12-month period for the following reasons:

- To obtain or attempt to obtain any relief for the family member. Relief includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the family member of the victim.
- 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.
- 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.
- 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.
- To participate in safety planning or take other actions to increase safety from future qualifying acts of violence.
- To relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare.
- To provide care to a family member who is recovering from injuries caused by a qualifying act of violence.
- To seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence.
- To prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence.
- To seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

If any employee's family member is a victim who is not deceased as a result of crime, and the employee is not a victim, the employee may only take a leave of 10 days under this policy. If the employee's family member is a victim who is not deceased as a result of a crime, and the employee is not a victim, and the employee takes leave 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, the employee may only take leave for five (5) days.

For purposes of this policy, "family member" means a child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person. "Designated person" means any individual related 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. Employees may only designate one (1) person per 12-month period.

For purposes of this policy, “qualifying act of violence” means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime:

- 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.

Brighter Bites may require proof of the employee’s participation in these activities. Whenever possible, employees must provide their supervisor reasonable notice before taking any time off under this policy.

Employees may substitute any accrued vacation, sick, or other time off for the leave under this policy. Leave under this policy does not extend the time allowable under the "Family and Medical Leave" and "California Family Rights Act" policies in this handbook.

No employees will be subject to discrimination or retaliation because of their status as a victim or whose family member is a victim of a qualifying act of violence. Any employee who is a victim, or whose family member is a victim of a qualifying act of violence may request other workplace accommodations such as a transfer, schedule modification, implementation of safety measures, or referral to victim assistance. Brighter Bites will engage in a good faith interactive process to determine reasonable accommodations, considering any immediate danger, so long as it does not cause undue hardship on business operations.

## 7-23. TIME OFF FOR CRIME VICTIMS

Employees who have been victims of serious or violent felonies, as specified under California law, or felonies relating to theft or embezzlement may take time off work to attend judicial proceedings related to the crime. Employees may also take time off if an immediate family member has been a victim of such crimes and the employee needs to attend judicial proceedings related to the crime. "Immediate family member" is defined as a person to whom the employee is legally married under the laws of any state, domestic partner, child, child of a registered domestic partner, stepchild, or person to whom employee stood in loco parentis when the person was a minor, sibling, stepsibling, half-sibling, parent, stepparent, foster parent, or legal guardian.

Employees must give their supervisor a copy of the court notice given to the victim of each scheduled proceeding before taking time off, unless advance notice to Brighter Bites of the need for time off is not feasible. When advance notice is not feasible, the employee must provide Brighter Bites with documentation evidencing the judicial proceeding, within a reasonable time after the absence. The documentation may be from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office or the victim/witness office that is advocating on behalf of the victim.

Employees may elect to use accrued paid vacation time, paid sick leave time, or other paid time off for the absence. If the employee does not elect to use paid time off, the absence will be unpaid. However, exempt employees will be paid their full salary for any workweek interrupted by the need for time off under this policy.

## 7-24. PREGNANCY DISABILITY LEAVE

If employees are disabled by pregnancy, childbirth or related medical conditions, they are eligible to take a pregnancy disability leave (PDL). If affected by pregnancy or a related medical condition, employees also are eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Employees disabled by qualifying conditions may also be entitled to other reasonable accommodations where doing so is medically necessary. In addition, if it is medically advisable for employees to take intermittent leave or work a reduced schedule, Brighter Bites may require them to transfer temporarily to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave.

The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical condition up to four (4) months per pregnancy. For purposes of this policy, "four months" means time off for the number of days the employee would normally work within the four (4) calendar months (one-third of a year or 17 1/3 weeks), following the commencement date of taking a pregnancy disability leave. For a full-time employee who works 40 hours per week, "four months" means 693 hours of leave entitlement, based on 40 hours per week times 17 1/3 weeks. Employees working a part-time schedule will have their PDL calculated on a pro-rata basis.

The PDL does not need to be taken in one continuous period of time, but can be taken on an intermittent basis pursuant to the law.

Time off needed for prenatal or postnatal care, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, doctor-ordered bed rest, postpartum depression, loss or end of pregnancy, and recovery from childbirth or loss or end of pregnancy are all covered by PDL.

To receive reasonable accommodation, obtain a transfer or take a PDL, employees must provide sufficient notice so Brighter Bites can make appropriate plans. Thirty days' advance notice is required if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.

Employees are required to obtain a certification from their health care provider of the need for pregnancy disability leave or the medical advisability of an accommodation or for a transfer. The certification is sufficient if it contains: (1) a description of the requested reasonable accommodation or transfer; (2) a statement describing the medical advisability of the reasonable accommodation or transfer because of pregnancy; and (3) the date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

A medical certification indicating disability necessitating a leave is sufficient if it contains: (1) a statement that the employee needs to take pregnancy disability leave because of disability due to pregnancy, childbirth or a related medical condition; (2) the date on which the employee became disabled because of pregnancy; and (3) the estimated duration of the leave.

Upon request, the employee will be provided with a medical certification form that the employee can take to the doctor.

As a condition of returning from pregnancy disability leave or transfer, Brighter Bites requires the employee to obtain a release from a health care provider stating ability to resume the original job duties with or without reasonable accommodation.

PDL is unpaid. At the employee's option, the employee can use any accrued vacation time or other accrued paid time off as part of the PDL before taking the remainder of leave on an unpaid basis. Brighter Bites requires, however, that the employee use any available sick time during the PDL. The substitution of any paid leave will not extend the duration of the PDL. Employees who participate in Brighter Bites's group health insurance plan will continue to participate in the plan while on PDL under the same terms and conditions as if they were working. Benefit continuation under PDL is distinct from benefit continuation for employees who also take birth bonding leave under the California Family Rights Act. Employees should make arrangements for payment of their share of the insurance premiums.

Brighter Bites encourages employees to contact the California Employment Development Department regarding eligibility for state disability insurance for the unpaid portion of the leave.

If employees do not return to work on the originally scheduled return date, nor request in advance an extension of the agreed upon leave with appropriate medical documentation, they may be deemed to have voluntarily terminated their employment with Brighter Bites. Failure to notify Brighter Bites of their ability to return to work when it occurs or continued absence from work because the leave must extend beyond the maximum time allowed, may be deemed a voluntary termination of employment with Brighter Bites, unless employees are entitled to Family and Medical Leave or entitled to further leave pursuant to applicable law.

Upon return from a covered PDL, the employee, in most instances, will be reinstated to the same position.

Taking a PDL may affect some benefits and the employee's seniority date. The employee may request more information regarding eligibility for PDL and the impact of the leave on seniority and benefits.

Any request for leave after the disability has ended will be treated as a request for family care leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA), if the employee is eligible for that type of leave. PDL runs concurrently with FMLA (but not CFRA). Employees should refer to the FMLA policy. Employees who are not eligible for leave under the CFRA or FMLA will have a request for additional leave treated as a request for disability accommodation.

## **7-25. TIME OFF FOR VOLUNTEER FIREFIGHTERS, RESERVE PEACE OFFICERS, AND EMERGENCY RESCUE PERSONNEL**

Employees who are volunteer firefighters, reserve peace officers, or emergency rescue personnel are permitted unpaid time off, not to exceed 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training.

Employees are also permitted unpaid time off from work to perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel.

If the employees request time off under the policy, they must notify their direct supervisor immediately after the need for the leave becomes known.

## **7-26. CIVIL AIR PATROL LEAVE - CA**

Brighter Bites provides up to 10 days per calendar year of unpaid leave time to eligible employees to serve as a member of the Civil Air Patrol on the request of the state or its political subdivisions. To be eligible, you must have completed 90 days of employment. You may choose to take accrued paid time off for the leave. You must give as much advance notice as possible and provide certification from the Civil Air Patrol authority in advance, unless you are called for emergency service.

## 7-27. BUSINESS EXPENSE REIMBURSEMENT

Brighter Bites will reimburse employees for reasonable expenses incurred for business purposes including, but not limited to, meals, lodging, and transportation. Mileage driven in a personal automobile for business purposes will be reimbursed at the current IRS-approved rate per mile. All business travel and business purchases must be approved in advance by the employee's Supervisor.

Employees should complete expense reimbursement reports within [# of days] days of incurring the expenses and submit the reports and receipts to the Head of Human Resources.

## Section 8 - DISTRICT OF COLUMBIA ADDENDUM

### 8-1. PREGNANCY ACCOMMODATIONS

Brighter Bites will endeavor to provide reasonable accommodations to employees working in the District of Columbia who are affected by pregnancy, childbirth, or related medical conditions as required by law, unless such accommodations would result in an undue hardship to Brighter Bites. Brighter Bites will engage in a good faith and timely interactive process to determine whether a reasonable accommodation can be provided for such employees. Employees may be asked to provide necessary medical certification. Reasonable accommodations may include more frequent or longer breaks, time off to recover from childbirth, equipment modification, light duty, and having the employee refrain from heavy lifting.

Employees with questions regarding this policy can contact the Employee's Supervisor.

### 8-2. JURY DUTY LEAVE

Brighter Bites realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service, including fees received for jury duty service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

Brighter Bites will pay full-time employees their regular wages, less the fee received for jury service, for up to five (5) days of jury service. Exempt employees will be paid their full salary less jury duty fees for any week in which they performed work for Brighter Bites and missed work due to jury service.

The employee will not be considered a full-time employed juror on any day of jury service in which that employee:

- would not have accrued regular wages to be paid by Brighter Bites if the employee were not serving as a juror on that day; or
- would not have worked more than half of a shift that extends into another day if the employee was not serving as a juror on that day.

Employers with 10 or fewer employees are not required to pay a juror-employee their usual compensation.

### 8-3. FAMILY AND MEDICAL LEAVE

(For DC employers that are covered by the Federal Family and Medical Leave Act)

Employees may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA") and/or the D.C. Family and Medical Leave Act ("DC FMLA"). This policy provides employees with information concerning FMLA/DC FMLA entitlements and obligations employees may have during such leaves. Whenever

permitted by law, Brighter Bites will run FMLA leave concurrently with DC FMLA and any other leave provided under state or local law. If employees have any questions concerning FMLA and/or DC FMLA leave, they should contact Supervisor.

## **I. Eligibility**

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," the employee must: 1) have been employed by Brighter Bites for at least 12 months (which need not be consecutive); 2) have been employed by Brighter Bites for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew employees.

DC FMLA leave is available to "DC FMLA eligible employees." To be a "DC FMLA eligible employee," the employee must: 1) have been employed by Brighter Bites for at least 12 consecutive or non-consecutive months in the seven (7) years immediately preceding the date on which the period of family or medical leave is to commence; 2) have worked at least 1,000 hours during the 12- month period; and 3) be employed by an employer with 20 or more employees in D.C.

When the employee requests FMLA and/or DC FMLA leave, or when Brighter Bites learns that the employee's leave may be for a FMLA/DC FMLA-qualifying reason, Brighter Bites will notify the employee within five (5) business days (unless there are extenuating circumstances) whether the employee is eligible to take FMLA and/or DC FMLA leave, as explained below.

## **II. Entitlements**

As described below, the FMLA and/or DC FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

### **A. Basic FMLA and DCFMLA Leave Entitlement**

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The DC FMLA provides eligible employees up to 16 workweeks of unpaid leave for certain family reasons during a 24-month period. In addition, the DC FMLA provides eligible employees up to 16 workweeks of unpaid leave in a 24-month period for the employee's own serious health condition that makes the employee unable to perform the functions of the position. The 12- or 24-month period is determined based on a rolling 12-month period measured backward from the date the employee uses their family and medical leave. The total leave may not exceed 12 weeks in any 12-month period (FMLA) or 32 weeks in any 24-month period (DC FMLA) except for leave to care for an injured servicemember which shall not exceed 26 weeks of leave during a single 12-month period as described in more detail below. Where both laws apply, the leave provided by each will run concurrently. It is Brighter Bites's policy to provide the greater leave benefit provided under the FMLA or DC FMLA and to run leave concurrently under the FMLA and DC FMLA whenever possible.

Leave may be taken for any one, or for a combination, of the following reasons:

- the birth of the employee's child and to care for the employee's newborn child (counts towards FMLA and DC FMLA);
- the placement of a child with the employee for adoption or foster care and in order to care for the employee's newly placed child (counts towards FMLA and DC FMLA);
- the placement of a child for whom the employee permanently assumes and discharges parental

- responsibility (counts toward DC FMLA leave entitlements only);
- for the employee's own **serious health condition** (including pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the employee's essential job functions (counts towards FMLA and DC FMLA);
- to care for a "family member" with a **serious health condition**, which includes the employee's spouse, child, parent (counts toward FMLA and DC FMLA) or a person to whom the employee is related by blood, legal custody or marriage (counts towards DC FMLA only); a child who resides with the employee and for whom the employee permanently assumes and discharges parental responsibility (counts towards DC FMLA only); or a person with whom the employee shares or has shared within the last year a mutual residence and maintains a committed relationship (counts towards DC FMLA only); and/or
- because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country (counts towards FMLA only).

A **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Qualifying exigencies** may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

#### **B. Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA Only)**

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "covered servicemember" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is on the temporary retired list for a serious injury or illness. Covered servicemembers also include a veteran who is discharged or released from military service under conditions other than dishonorable at any time during the five (5)-year period preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness.

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a

covered family member.

### **C. Intermittent Leave and Reduced Leave Schedules**

FMLA and/or DC FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA and/or DC FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember (FMLA only). Leave due to qualifying exigencies may also be taken on an intermittent or reduced schedule basis (FMLA only). Unless agreed to by Brighter Bites, employees may not take family leave that only qualifies under the DC FMLA for a period of more than 24 months.

### **D. No Work While on Leave**

The taking of another job while on FMLA and/or DC FMLA leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by applicable law.

### **E. Protection of Group Health Insurance Benefits**

During FMLA and/or DC FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

### **F. Restoration of Employment and Benefits**

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause Brighter Bites substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. Brighter Bites will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and their rights in such instances.

As with FMLA leave, at the end of DC FMLA leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. Under the DC FMLA, key employees may be denied job restoration if the employee is among the five (5) highest paid employees of an employer of fewer than 50 persons or among the highest 10% of employees of an employer with 50 or more employees and the following conditions are met: (1) denial of restoration is necessary to prevent substantial economic injury to Brighter Bites's operations and the injury is not directly related to the leave that the employee took; and (2) Brighter Bites notifies the employee of the intent to deny restoration of employment and the basis for the decision at the time Brighter Bites determines denial of restoration of employment is necessary.

Use of FMLA and/or DC FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA and/or DC FMLA leave.

### **G. Notice of Eligibility for, and Designation of, FMLA and DC FMLA Leave**

Employees requesting FMLA and/or DC FMLA leave are entitled to receive written notice from Brighter Bites telling them whether they are eligible for FMLA and/or DC FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA and/or DC FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) Brighter Bites's designation of leave as FMLA and/or DC FMLA-qualifying or non-qualifying, and if not FMLA and/or DC FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

Brighter Bites may retroactively designate leave as FMLA and/or DC FMLA leave with appropriate written notice to employees provided Brighter Bites's failure to designate leave as FMLA and/or DC FMLA -qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA and/or DC FMLA protection, Brighter Bites and employee can mutually agree that leave be retroactively designated as FMLA and/or DC FMLA leave.

### **III. Employee FMLA and DC FMLA Leave Obligations**

#### **A. Provide Notice of the Need for Leave**

Employees who wish to take FMLA and/or DC FMLA leave must timely notify Brighter Bites of their need for FMLA and/or DC FMLA leave. The following describes the content and timing of such employee notices.

##### **1. Content of Employee Notice**

To trigger FMLA and/or DC FMLA leave protections, employees must inform their supervisor of the need for FMLA/DC FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA and/or DC FMLA leave specifically, or explaining the reasons for leave so as to allow Brighter Bites to determine that the leave is FMLA/DC FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant;
- they have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- they require surgery and a subsequent period of recuperation; or
- they have a chronic medical condition that requires them to be absent from work intermittently.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA and/or DC FMLA leave under this policy. Employees must respond to Brighter Bites's questions to determine if absences are potentially FMLA and/or DC FMLA-qualifying.

If employees fail to explain the reasons for FMLA and/or DC FMLA leave, the leave may be denied. When employees seek leave due to FMLA and/or DC FMLA-qualifying reasons for which Brighter Bites has previously provided FMLA and/or DC FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA and/or DC FMLA leave.

##### **2. Timing of Employee Notice**

Employees must provide 30 days' advance notice of the need to take FMLA and/or DC FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide Brighter Bites notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA and/or DC FMLA notice obligations, may have FMLA and/or DC FMLA leave delayed or denied.

#### **B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, employees must consult with Brighter Bites and make a reasonable effort to schedule treatment so as not to unduly disrupt Brighter Bites's operations, subject to the approval of the employee's health care provider. Employees must consult with Brighter Bites prior to the scheduling of

treatment to work out a treatment schedule that best suits the needs of both Brighter Bites and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take FMLA and/or DC FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, Brighter Bites may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, Brighter Bites may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise Brighter Bites of the reason why such leave is medically necessary. In such instances, Brighter Bites and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting Brighter Bites's operations, subject to the approval of the employee's health care provider.

### **C. Submit Medical Certifications Supporting Need for FMLA and/or DC FMLA Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of FMLA and/or DC FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide Brighter Bites with timely, complete and sufficient medical certifications. Whenever Brighter Bites requests employees to provide FMLA and/or DC FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after Brighter Bites's request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. Brighter Bites will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven (7) calendar days to cure deficiencies. Brighter Bites will deny FMLA and/or DC FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications, to the extent permitted by applicable law.

With the employee's permission, Brighter Bites (through individuals other than the employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide Brighter Bites with authorization allowing it to clarify or authenticate certifications with health care providers, Brighter Bites may deny FMLA leave if certifications are unclear, to the extent permitted by applicable law.

Whenever Brighter Bites deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA and/or DC FMLA medical certifications.

#### **1. Initial Medical Certifications**

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical

conditions lasting beyond a single leave year.

If Brighter Bites has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at Brighter Bites's expense. If the opinions of the initial and second health care providers differ, Brighter Bites may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by Brighter Bites and the employee.

## **2. Medical Recertifications**

Depending on the circumstances and duration of FMLA and/or DC FMLA leave, Brighter Bites may require employees to provide recertification of medical conditions giving rise to the need for leave. Brighter Bites will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

## **3. Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA and/or DC FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide Brighter Bites medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. Brighter Bites may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

## **D. Submit Certifications Supporting Need for FMLA Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, Brighter Bites may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different covered military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, Brighter Bites may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, Brighter Bites may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

## **E. Substitute Paid Leave for Unpaid FMLA and/or DC FMLA Leave**

Employees must use any accrued paid time while taking unpaid FMLA leave. If leave is covered by the DC FMLA, Employees may elect to "substitute" appropriate accrued paid time off (vacation, sick days, etc.) for unpaid DC FMLA leave, but are not required to do so. The substitution of paid time for unpaid FMLA and/or DC FMLA leave time does not extend the length of FMLA and/or DC FMLA leave and the paid time will run concurrently with the employee's FMLA and/or DC FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness or under the DC Universal Paid Leave Act will run concurrently with any FMLA and/or DC FMLA leave entitlement.

Upon written request, Brighter Bites will allow employees to use accrued paid time to supplement any paid disability benefits.

#### **F. Pay Employee's Share of Health Insurance Premiums**

During FMLA and/or DC FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless Brighter Bites notifies employees of other arrangements, whenever employees are receiving pay from Brighter Bites during FMLA and/or DC FMLA leave, Brighter Bites will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA and/or DC FMLA leave is unpaid, employees must pay their portion of the group health premium using a "pay-as-you-go" method.

Brighter Bites's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the employee's payment is more than 15 days late, Brighter Bites will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse Brighter Bites for the cost of the premiums Brighter Bites paid for maintaining coverage during their unpaid FMLA and/or DC FMLA leave.

#### **IV. Coordination of FMLA and/or DC FMLA Leave with Other Leave Policies**

The FMLA and DC FMLA do not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights. However, whenever permissible by law, Brighter Bites will run FMLA and/or DC FMLA leave concurrently with any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA and/or DC FMLA leave is either not available or exhausted, please consult Brighter Bites's other leave policies in this handbook or contact Supervisor.

#### **V. Questions and/or Complaints about FMLA and DC FMLA Leave**

If employees have questions regarding this FMLA and DC FMLA policy, they should contact Supervisor. Brighter Bites is committed to complying with the FMLA and DC FMLA and, whenever necessary, will interpret and apply this policy in a manner consistent with the FMLA and DC FMLA.

The FMLA and the DC FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under the FMLA and DC FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by the FMLA and DC FMLA or involvement in any proceeding under or relating to the FMLA and DC FMLA. If employees believe their FMLA or DC FMLA rights have been violated, they should contact Supervisor immediately. Brighter Bites will investigate any FMLA and DC FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA or DC FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

## 8-4. PAID FAMILY AND MEDICAL LEAVE BENEFITS

Employees may be eligible for paid leave benefits for covered events pursuant to the District of Columbia Universal Paid Leave Amendment Act (UPLA). The UPLA is a paid leave benefit administered by the Office of Paid Family Leave (OPFL) at the District of Columbia Department of Employment Services. Benefits are funded through an employer payroll tax, not deducted from employees' pay. The District of Columbia (the "District") is solely responsible for determining eligibility for paid leave benefits under the UPLA.

### Eligibility

To be eligible for paid leave benefits, employees must have been a covered employee during some or all of the 52 calendar weeks immediately preceding the qualifying event for which paid leave is being taken. A covered employee is someone who either spends more than 50% of their work time for Brighter Bites working in the District; or whose employment for Brighter Bites is based in the District, who regularly spends a substantial amount of the work time in the District, and who does not spend more than 50% of their work time for Brighter Bites in another jurisdiction.

### Covered Events

Paid leave benefits are available for the following covered events:

- family leave to care for a family member with a serious health condition;
- medical leave for the employee's own serious health condition (including the occurrence of a stillbirth and the medical care related to a miscarriage);
- parental leave to bond with the employee's child after the child's birth, placement of a child for adoption or foster care, or placement of a child with the employee who will legally assume and discharge parental responsibility ("parental leave event"); and
- prenatal leave for covered prenatal medical care following the diagnosis of pregnancy by a health care provider and prior to the occurrence of a parental leave event.

Parental leave benefits must be used within 52 calendar weeks of the qualifying parental leave event.

### Family Member Definitions

For purposes of paid leave benefits, a family member includes the employee's:

- biological, adopted or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis;
- biological, foster or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to when the employee was a child;
- a person to whom the employee is related by domestic partnership or marriage;
- grandparent, which means the biological, foster, adoptive or stepparent of the employee's biological, foster, adoptive or stepparent; or
- a sibling, which means the biological, half-, step-, adopted-, or foster-sibling or sibling-in-law of the employee.

### Benefit Amounts

The amount of paid leave benefits that may be payable varies depending on the covered event and the date

of filing for paid leave benefits, as follows.

For claims filed before October 1, 2022:

- family leave benefit is up to six (6) workweeks within a 52-calendar week period;
- medical leave benefit is up to six (6) workweeks within a 52-calendar week period;
- parental leave benefit is up to eight (8) workweeks within a 52-calendar week period; and
- prenatal leave benefit is up to two (2) workweeks within a 52-calendar week period

For claims filed on or after October 1, 2022:

- family leave benefit is up to 12 workweeks within a 52-calendar week period
- medical leave benefit is up to 12 workweeks within a 52-calendar week period
- parental leave benefit is up to 12 workweeks within a 52-calendar week period; and
- prenatal leave benefit is up to two (2) workweeks within a 52-calendar week period.

For claims filed before October 1, 2022, the aggregate maximum amount of paid leave benefits that may be received within a 52-calendar week period for family, medical or parental leave is eight (8) workweeks. However, employees may take up to a total of 10 workweeks in a 52-calendar week period when parental leave and prenatal leave are combined although they may not receive any combination of prenatal leave and medical leave for more than six (6) weeks in a 52-calendar week period.

For claims filed on or after October 1, 2022, the aggregate maximum amount of paid leave benefits that may be received within a 52-calendar week period for family, medical or parental leave is 12 workweeks. However, employees may take up to a total of 14 workweeks in a 52-calendar week period when parental leave and prenatal leave are combined, although they may not receive any combination of prenatal leave and medical leave for more than 12 weeks in a 52-calendar week period.

The amount of benefits will be calculated by the District and will depend in part on the employee's average weekly wage as reported by Brighter Bites to the Department of Employment Services, subject to a maximum weekly benefit amount.

Employees may elect to receive paid leave benefits either intermittently or continuously in increments of no less than one (1) day.

Employees who have experienced an event that may qualify for paid leave benefits may contact Human Resources Department for information about the District's paid leave benefits program and how to apply for benefits. Employees also can learn more about applying for benefits with the OPFL: [dcpaidfamilyleave.dc.gov](http://dcpaidfamilyleave.dc.gov)

### **Notice and Documentation**

Employees must, to the extent practicable, provide written notice of their need to use paid leave benefits to the Employee's Supervisor before taking leave. If the need is foreseeable, written notice must be given at least 10 business days in advance. If the need is not foreseeable, notice must be provided in writing, or orally in exigent circumstances, before the start of the work shift for which the individual intends to first take time off for a covered event. In the case of an emergency that prevents the employee from providing notice before the start of the work shift, the eligible employee, or another individual, must notify Brighter Bites in writing, or orally in exigent circumstances, within 48 hours after the emergency occurs. The eligible employee, or someone on their behalf, must supplement oral notice with written notice as soon as practicable.

The written or oral notice should include:

- the type of covered event;
- the expected duration of the time off work for the covered event;
- the expected start and end dates of the time off work for the covered event; and
- whether the paid leave benefits sought will initially be used continuously or intermittently.

### **Job Protection**

The UPLA does not provide job protection to employees when they take time off work and receive paid leave benefits unless they qualify for such reinstatement under federal or D.C. family and medical leave laws. Any time off for events that qualify for paid leave benefits will run concurrently with other leaves of absence, such as Family and Medical Leave and D.C. Family and Medical Leave, if applicable. Please see the Family and Medical Leave and D.C. Family and Medical Leave policies for eligibility requirements.

### **Retaliation**

Brighter Bites prohibits retaliation against employees for requesting or using paid leave benefits or otherwise exercising or attempting to exercise any right provided in this policy or the UPLA.

Employees with questions regarding these benefits can contact Human Resources Department.

## **8-5. TIME OFF FOR SCHOOL-RELATED ACTIVITIES**

Brighter Bites will grant employees who are parents, guardians, aunts, uncles, grandparents or stepparents of school-age children up to 24 hours of unpaid leave during any 12-month period to attend or participate in a school-related event in which the employee's child is a participant or a subject. School-related events include those sponsored by either the school or an associated organization, such as a parent-teacher association. Examples of school-related events include a concert, play or rehearsal, a sporting event or a meeting with a teacher or counselor.

When possible, employees should provide 10 days' advance notice to Human Resources Department. Employees may use accrued paid time off for the otherwise unpaid leave. Leave may be denied if it would unduly disrupt Brighter Bites's business and make the achievement of production or service delivery unusually difficult.

## Section 9 - FLORIDA ADDENDUM

### 9-1. DOMESTIC VIOLENCE LEAVE

Employees who have worked for Brighter Bites for at least three (3) months may be granted up to three (3) days of unpaid leave in any 12-month period if the employee or a family or household member of the employee is the victim of domestic violence.

Leave may be used to:

- seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence or sexual violence;
- obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
- obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;
- make their home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or
- seek legal assistance in addressing issues arising from the act of domestic violence.

“Family or household member” means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

Except in cases of imminent danger to the health or safety of the employees or their family or household member, one (1) week and/or [# of days] advance notice of the need for leave is required. Sufficient documentation of the act of domestic violence, such as a restraining order, police report or order to appear in court, is also required. Requests for leave and documents in connection with this leave will be kept confidential to the extent permitted by law.

All paid time off available must be exhausted before receiving this leave.

## Section 10 - ILLINOIS ADDENDUM

### 10-1. PREGNANCY ACCOMMODATIONS

In compliance with Illinois law, Brighter Bites will not discriminate against employees because of pregnancy; will engage in a timely, good faith, and meaningful exchange with employees affected by pregnancy, childbirth, or related conditions; and will endeavor to provide a reasonable accommodation unless doing so will impose an undue hardship on the ordinary operation of Brighter Bites business.

Such accommodations include modifications or adjustments to the work environment or circumstances under which the employee's position is customarily performed, including but not limited to more frequent or longer bathroom, water intake, or rest breaks; private non-bathroom space for expressing breast milk and breastfeeding; seating accommodations or acquisition or modification of equipment; assistance with manual labor, light duty, or a temporary transfer to a less strenuous or non-hazardous position; job restructuring or a part-time or modified work schedule; appropriate adjustment or modifications of examinations or training materials; assignment to a vacant position; or providing leave to recover from childbirth or pregnancy.

Employees will not be required to accept an accommodation that they did not request or to which they did not agree, nor will they be forced to take leave if another reasonable accommodation is available.

The employee may be required to provide certification from a health care provider concerning the need for a reasonable accommodation to the same extent such a certification is required for other conditions related to a disability. A certification should include:

- Medical justification for the requested accommodation(s);
- A description of the reasonable accommodation(s) medically advisable;
- The date the accommodation(s) became advisable; and
- The probable duration of the reasonable accommodation(s).

Brighter Bites will not deny employment opportunities or take adverse employment action against employees if such decision is based on Brighter Bites's need to make a reasonable accommodation, and Brighter Bites will not retaliate against employees who request an accommodation or otherwise exercise their rights under the Illinois Human Rights Act.

The Illinois Human Rights Act is enforced by the Illinois Department of Human Rights ("IDHR"). The charge process for violations of the law can be initiated by contacting the IDHR at any of the offices shown below or by completing the form at <https://www2.illinois.gov/DHR/Pages/default.aspx>.

Chicago Office

**555 West Monroe Street, Suite 700**

**Chicago, IL 60661**

Tel: (312) 814-6200

TTY: (866) 740-3953

(312) 814-6251

(FAX - Charge Processing)

Springfield Office

**524 S. 2nd Street, Suite 300**

**Springfield, IL 62701**

Tel: (217) 785-5100

TTY: (866) 740-3953

Fax: (217) 785-5106

Employees with questions or concerns regarding this policy or who would like to request an accommodation should contact the Employee's Supervisor.

## 10-2. ANTI-HARASSMENT - IL

Brighter Bites and Insperity are committed to a work environment in which all individuals are treated with respect and dignity and are free from all forms of harassment and discrimination. Any form of harassment, even when not unlawful or directed at a protected category, is prohibited and will not be tolerated. All employees, including supervisors, co-workers, vendors, contractors, customers or other third parties, are expected to adhere to this policy.

Reported or suspected occurrences of harassment or discrimination will be promptly and thoroughly investigated. Following an investigation, Brighter Bites and Insperity will promptly take any necessary and appropriate disciplinary action.

Brighter Bites and Insperity will not permit or condone any acts of retaliation against anyone who files or cooperates in the investigation of harassment or discrimination complaints.

1. The term "harassment" includes harassment based on any category protected by federal, state or local law, which may include, but is not limited to, unwelcome slurs, jokes, or verbal, graphic or physical conduct relating to an individual's race (including hair texture and hairstyle), color, religious creed, sex, national origin, ancestry, citizenship status, work authorization status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status, veteran status (including protected veterans), marital status, registered domestic partner or civil union status, familial status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information, or sexual orientation.
2. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:
  1. Submission to such conduct is an explicit or implicit term or condition of employment;
  2. Employment decisions are based on an employee's submission to or rejection of such conduct; or
  3. Such conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

### Complaint Procedure

Brighter Bites and Insperity provide you with a convenient and reliable method for reporting incidents of alleged harassment, including sexual harassment, and discrimination. Any employee who feels harassed or discriminated against is encouraged to immediately inform the alleged offender that the behavior is unwelcome. In many instances, the person is unaware their conduct is offensive and this action alone may often resolve the problem. If the informal discussion with the alleged offender is unsuccessful in remedying the problem, or if you do not feel comfortable with such an approach, you should immediately report the conduct to your immediate supervisor, manager or company owner and the Insperity Anti-Harassment Hotline number at 844-677-3030. We cannot resolve a harassment or discrimination problem, unless we know about it. Therefore, it is your responsibility to bring those kinds of problems to our attention so we can take the necessary steps to correct any problems. The report should include all facts available to you regarding the alleged harassment, sexual harassment, or discrimination.

When you call the Insperity Anti-Harassment Hotline, please be sure to leave your name, Insperity employee identification number or the last four digits of your social security number, and the name of the client company for which you work. If you wish to make an anonymous complaint, you may do so. However, the scope of our investigation may be limited based on the information you provide.

#### Confidentiality

All reports of alleged harassment, sexual harassment, or discrimination will be treated seriously. Confidentiality will be maintained to the extent possible. However, to conduct a thorough investigation, certain information may need to be disclosed to other individuals, including the alleged offender. Consequently, absolute confidentiality cannot be promised and cannot be guaranteed.

#### Investigative Procedure

Once a complaint of alleged harassment, sexual harassment, or discrimination is received, we will begin a prompt and thorough investigation. The investigation may include interviews with all involved employees, including the alleged harasser, and any employees who are aware of facts or incidents alleged to have occurred.

Following an investigation, Brighter Bites and Insperity will promptly take any necessary and appropriate disciplinary action. Disciplinary action will be taken if the investigation reveals that an employee has acted in a manner that is not in alignment with the goals of this policy. Brighter Bites and Insperity may address any workplace issue discovered during an investigation. This may include some or all of the following steps:

1. Restore any lost terms, conditions, or benefits of employment to the complaining employee.
2. Discipline the alleged harasser. This discipline may include written disciplinary warnings, transfer, demotion, suspension and/or termination of employment.

If the alleged harassment, sexual harassment, or discrimination is from a vendor, contractor, customer or other third party, Brighter Bites and Insperity will take appropriate action to stop the conduct.

If you have made a complaint but feel that the action taken in response has not remedied the situation, you should make an additional complaint following the complaint procedure outlined in this policy.

#### Duties of Employees and Supervisors

All employees of the company, both management and non-management, are responsible for assuring that a workplace free of harassment, sexual harassment, and discrimination is maintained. Any employee may file a complaint regarding incidents experienced personally or incidents observed in the workplace. The company strives to maintain a pleasant work environment where all employees are able to effectively perform their work without interference of any type and requests the assistance of all employees in this effort.

All managers and supervisors are responsible for doing all they can to prevent and discourage harassment, sexual harassment, and discrimination from occurring. If a complaint of harassment, sexual harassment or discrimination is raised, the individual to whom the complaint is made (i.e., supervisor, manager, company owner) should act promptly to notify the Insperity Anti-Harassment hotline number so an investigation may promptly proceed. The company and Insperity may discipline any managers or supervisors who fail to follow this policy, which discipline, may include termination.

### 10-3. DISCRIMINATION AND NON-HARASSMENT (INCLUDING SEXUAL HARASSMENT)

In compliance with the Illinois Human Rights Act (Act) and any other related federal or local law/ordinance, all employees have the right to be free from unlawful discrimination or harassment (including sexual harassment). This means that employers may not treat people differently based on race, age, gender, pregnancy, disability, sexual orientation, or any other protected class named in the Act or any other related federal or local law/ordinance. This applies to all employer actions, including hiring, promotion, discipline, and discharge.

It is Brighter Bites's policy to prohibit intentional and unintentional discrimination or harassment (including sexual harassment) of or against job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer, or any third party on the basis of actual or perceived race; color; creed; religion; national origin; ancestry; citizenship status; age; sex or gender (including pregnancy, childbirth, and pregnancy-related conditions); gender identity or expression (including transgender status); sexual orientation; marital status; military service and veteran status; physical or mental disability; genetic information; or any other characteristic protected by applicable federal, state, or local laws (referred to as "protected characteristics"). Brighter Bites also prohibits retaliation. All such conduct will not be tolerated by Brighter Bites.

The purpose of this policy is not to regulate the personal morality of employees but to ensure that no one engages in discrimination or harassment (including sexual harassment) of another individual in the workplace, including while on Brighter Bites premises, while on Brighter Bites business (whether or not on Brighter Bites premises), or while representing Brighter Bites. In addition to being a violation of this policy, discrimination, harassment, or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual reported or filed a complaint of discrimination or harassment (including sexual harassment) or because an individual aided, assisted, or testified in an investigation or proceeding involving a complaint of discrimination or harassment (including sexual harassment) as defined by applicable federal, state, or local laws or helped others exercise their right to complain about discrimination or harassment (including sexual harassment) as defined by applicable federal, state, or local laws are unlawful.

#### **Reasonable Accommodation**

Employees also have the right to reasonable workplace accommodations based on pregnancy, disability, religious beliefs, or any other reason required by applicable federal, state, or local laws. This means employees can ask for reasonable changes to their job if needed because they are pregnant or disabled or because of their religious beliefs or any other reason required by applicable federal, state, or local laws.

#### **Discrimination Defined**

Discrimination under this policy generally means treating an individual differently or denying or granting a benefit to an individual because of any actual or perceived protected characteristic as defined under federal, state, or local law or ordinance.

#### **Harassment Defined**

Harassment generally is defined in this policy as unwelcome verbal, visual, or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures, or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts, or emails), or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state, or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, and other verbal, visual, or physical conduct of a sexual nature when:

- Submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- The conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of conduct that violate this policy include:

- Unwelcome flirtations, leering, whistling, touching, pinching, assault, or blocking normal movement;
- Requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
- Obscene or vulgar gestures, posters, or comments;
- Sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies;
- Propositions or suggestive or insulting comments of a sexual nature;
- Derogatory cartoons, posters and drawings;
- Sexually explicit emails, text messages, or voicemails;
- Uninvited touching of a sexual nature;
- Unwelcome sexually related comments;
- Conversation about one's own or someone else's sex life;
- Conduct or comments consistently targeted at only one (1) gender, even if the content is not sexual; and
- Teasing or other conduct directed toward a person because of the person's gender.

### **Brighter Bites Reporting Procedures**

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the Employee's Supervisor. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact any member of management. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

### **Investigation Procedures**

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be

guaranteed. Employees must cooperate with all investigations conducted pursuant to this policy.

### **Retaliation Prohibited**

In addition, Brighter Bites will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy, including any improper retaliatory conduct, will result in disciplinary action, up to and including termination.

### **Additional Reporting Procedures**

Aside from the internal complaint process at Brighter Bites described above, employees may choose to file a charge/complaint of discrimination or harassment (including sexual harassment) with the Illinois Department of Human Rights (IDHR).

The charge process for violations of the law can be initiated by completing the form at [www.illinois.gov/dhr](http://www.illinois.gov/dhr) or by contacting the IDHR at [IDHR.Intake@illinois.gov](mailto:IDHR.Intake@illinois.gov), or either of these offices:

Chicago Office  
555 West Monroe Street, Suite 700  
Chicago, IL 60661  
Tel: (312) 814-6200  
TTY: (866) 740-3953  
Fax: (312) 814-6251

Springfield Office  
524 S. 2nd Street, Suite 300  
Springfield, IL 62701  
Tel: (217) 785-5100  
TTY: (866) 740-3953  
Fax: (217) 785-5106

Employees also can contact the Illinois Sexual Harassment and Discrimination Helpline at 1-877-236-7703.

## **10-4. LACTATION ACCOMMODATIONS**

Brighter Bites provides employees who are nursing with reasonable break time to express breast milk after the birth of a child each time the employee has the need to express milk for one (1) year after the child's birth.

The break time provided may run concurrently with any other break time provided to employees. But to the extent the lactation break does not occur during an otherwise unpaid break, such time is paid. Brighter Bites will not reduce employees' compensation for time used for the purpose of expressing milk or nursing a baby.

Brighter Bites will make reasonable efforts to provide a room or other location in close proximity to the employee's work area, other than a toilet stall, where the employee can express milk in privacy. Brighter Bites will not retaliate against employees for exercising their rights under this policy.

Brighter Bites may not be able to provide additional break time if doing so would seriously disrupt Brighter Bites's operations, subject to applicable law.

Employees should advise management if they need break time and an area for this purpose. Employees can consult Human Resources Department with questions regarding this policy.

## 10-5. FAMILY BEREAVEMENT LEAVE

An employee who is eligible for leave under the federal Family and Medical Leave Act (FMLA) may take up to two (2) weeks (10 workdays) of unpaid bereavement leave for any or all of the following purposes:

1. To attend the funeral or alternative to a funeral of the employee's family member;
2. To make arrangements necessitated by the death of the employee's family member;
3. To grieve the death of the employee's family member; or
4. To be absent from work due to:
  1. A miscarriage,
  2. An unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure,
  3. A failed adoption match or an adoption that is not finalized because it is contested by another party,
  4. A failed surrogacy agreement,
  5. A diagnosis that negatively impacts pregnancy or fertility, or
  6. A stillbirth.

For purposes of this policy, "family member" means an employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. "Child" includes an employee's biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis.

Leave under this policy is available only to employees who have not exhausted their FMLA leave entitlement at the time bereavement leave is requested. In the event of the death of more than one (1) covered family member in a 12-month period, an employee may take up to a total of six (6) weeks of bereavement leave during the 12-month period.

Bereavement leave must be completed within 60 days of the date on which the employee received notice of the death of the employee's family member or the occurrence of an event listed in reason number four (4) above.

An employee requesting leave under this policy generally must provide Brighter Bites with at least 48 hours' advance notice of the intention to take bereavement leave, unless providing such notice is not reasonable and practicable under the circumstances.

Employees may substitute available paid time off while taking unpaid leave under this policy, but this substitution does not extend the length of the leave.

Brighter Bites may require reasonable documentation in connection with leave taken under this policy. Documentation may include 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 government agency. For leave resulting from an event listed under reason four (4) above, reasonable documentation shall include a form, to be provided by the Illinois Department of Labor, to be filled out by a health care practitioner who has treated the employee or the employee's spouse or domestic partner, or surrogate, for an event listed under reason four (4), or documentation from the adoption or surrogacy organization that the employee worked with related to an event listed under reason four (4), certifying that

the employee or employee's spouse or domestic partner has experienced an event listed under reason four (4). Brighter Bites will not require that the employee identify which category of event the leave pertains to as a condition of exercising rights under this policy.

Employees will not be subject to adverse action for exercising rights or attempting to exercise rights under this policy, opposing practices that they believe to be in violation of this policy, or supporting the exercise of rights of another under this policy.

#### **10-6. JURY DUTY LEAVE**

Brighter Bites realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of any request to perform jury duty as noted below and provide verification of their service, including fees received for jury duty service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

Brighter Bites is not obligated to compensate employees for time taken off for jury duty. However, exempt employees will be paid their full salary less jury duty fees for any week in which they performed work for Brighter Bites and missed work due to jury service.

Employees summoned for jury duty must deliver a copy of the summons to Brighter Bites within 10 days of the date of issuance of the summons to the employee.

#### **10-7. WITNESS LEAVE**

Employees called to serve as a witness in a judicial proceeding must notify their supervisor as soon as possible.

Employees will not be compensated for time away from work to participate in a court case, but may use available vacation and personal time to cover the period of absence.

Employees attending judicial proceedings in response to a subpoena will not be disciplined for their absence.

#### **10-8. VOTING LEAVE**

Employees who are eligible to vote in an election may request up to two (2) hours with pay to vote while polls are open.

Employees must notify Brighter Bites of their intention to vote at least one (1) week prior to Election Day.

## **10-9. VOLUNTARY EMERGENCY WORKERS LEAVE**

Brighter Bites will not discharge employees who serve as volunteer emergency workers and are absent from or late to work due to their participation in an emergency situation. Employees will be permitted unpaid time off from work to perform emergency duty as a volunteer emergency worker. Volunteer emergency workers include volunteer firefighters, emergency medical technicians, ambulance drivers or attendants, first responders, members of county municipal emergency services and disaster agencies, and auxiliary policemen or deputies. Employees must make a reasonable effort to notify Brighter Bites that they may be absent from or late to work.

## **10-10. BLOOD DONATION LEAVE -IL**

You may request time off work to donate blood if you have been employed by the company a minimum of six months. You may take up to 1 hour of paid leave per 56 days worked to donate blood. Requests for blood donation leave should be in writing to your supervisor with as much advance notice as possible.

## **10-11. LEAVE FOR DOMESTIC, SEXUAL AND GENDER VIOLENCE OR OTHER CRIMES OF VIOLENCE**

In accordance with the Illinois Victims' Economic Security and Safety Act (VESSA), employees who are the victims of domestic violence, sexual violence, gender violence, or any other crime of violence or who have family or household members who are the victims of domestic violence, sexual violence, gender violence, or any other crime of violence whose interests are not adverse to the employee as it relates to the domestic violence, sexual violence, gender violence, or any other crime of violence, may be eligible for up to 12 weeks of unpaid leave within any 12-month period, except an employee may be eligible for up to a cumulative total of not more than two (2) weeks (10 work days) of unpaid leave for the purposes described in reasons F, G, or H below which must be completed within 60 days after the date on which the employee receives notice of the death of the victim.

If the employee is also entitled to take unpaid bereavement leave under the Family Bereavement Leave Act (FBLA) as a result of the death of the victim, VESSA does not create a right for the employee to take unpaid bereavement leave that exceeds, or is in addition to, the unpaid bereavement leave the employee is entitled to take under the FBLA. If the employee is also entitled to take unpaid bereavement leave under the FBLA as a result of the death of the victim, leave taken under VESSA for the purposes described in reasons F, G, or H in the list below or leave taken under the FBLA will be in addition to, and will not diminish, the total amount of leave time of up to 12 weeks of unpaid leave within any 12-month period.

If the employee is not entitled to unpaid bereavement leave under the FBLA as a result of the death of the victim, leave taken for the purposes described in reasons F, G, or H in the list below will be deducted from, and is not in addition to, the total amount of leave time of up to 12 weeks of unpaid leave within any 12-month period.

Leave under this policy also runs concurrently with Family and Medical Leave when the reason for the leave qualifies for Family and Medical Leave, such as for a serious health condition. In these situations, the leave does not extend any unpaid time available to the employee under Family and Medical Leave.

Employees may elect to substitute any or all annual or vacation leave, personal leave and sick leave during the otherwise unpaid leave. This substitution of paid leave does not extend the total allowed leave period but

runs concurrently with it.

## Reasons for Leave

Eligible employees may take leave under this policy so that they or a member of their family or household may take part in one or more of the following actions:

- A. Seek **medical attention** for or recover from physical or psychological injuries caused by domestic violence, sexual violence, gender violence, or any other crime of violence;
- B. Obtain services from a **victim's services** organization;
- C. Obtain **psychological or other counseling**;
- D. Participate in **safety planning**, including temporary or permanent relocation, or other actions to increase their physical safety or economic security;
- E. Seek **legal assistance** or remedies to ensure their health and safety, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence, sexual violence, gender violence, or any other crime of violence;
- F. Attend the funeral or alternative to a funeral or wake of a family or household member who is killed in a crime of violence;
- G. Make arrangements necessitated by the death of a family or household member who is killed in a crime of violence; or
- H. Grieve the death of a family or household member who is killed in a crime of violence.

For purposes of this policy, "family or household member" means a spouse or party to a civil union, parent, grandparent, child, grandchild, sibling, or any other person related by blood or by present or prior marriage or civil union, other person who shares a relationship through a child, or any other individual whose close association with the employee is the equivalent of a family relationship as determined by the employee and persons jointly residing in the same household.

## Notice of Need for Leave

Eligible employees must provide the employee's Supervisor with at least 48 hours advance notice of the need for leave, unless such notice is not practicable.

## Certification of the Need for Leave

To request leave, the employee must supply the employee's Supervisor with a sworn statement from the employee that the employee or a family or household member is a victim of domestic violence, sexual violence, gender violence, or any other crime of violence and that leave is necessary for one of the reasons described above.

The employee seeking leave also must provide supporting documentation from one of the following sources if the employee has possession of such document:

- An employee, agent, or volunteer of a victim's services organization, an attorney, a member of the clergy, or a medical or other professional from which the employee or family or household member has sought assistance in addressing domestic violence, sexual violence, gender violence, or any other crime of violence and the effects of the violence;
- A police, court, or military record;
- A death certificate, published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency, documenting that a victim was killed in a crime of violence; or

- Other corroborating evidence.

## **Employee Benefits**

During an approved leave, Brighter Bites will maintain the employee's health benefits as if the employee continued to be actively employed.

If paid time off is substituted for unpaid leave, Brighter Bites will deduct the employee's portion of the any applicable health plan premium as a regular payroll deduction.

If the employee's leave is unpaid, the employee must make arrangements with Human Resources prior to taking leave to pay their portion of any applicable health insurance premiums each month.

If the employee elects not to return to work at the end of the leave period, the employee will be required to reimburse Brighter Bites for the cost of the health benefit premiums paid by Brighter Bites for maintaining coverage during the unpaid leave period, unless the employee cannot return to work because of continuation, recurrence or onset of domestic violence, sexual violence, or gender violence or other circumstances beyond the employee's control.

## **Intermittent and Reduced Schedule Leave**

Unpaid leave may be taken consecutively, intermittently (in separate blocks of time), or on a reduced leave schedule (reducing the usual number of hours the employee works per work week or work day).

## **Periodic Reports**

During a leave, the employee must provide periodic reports (at least every 30 days) regarding the employee's status and any change in the employee's plans on returning to work.

## **Returning From Leave**

Upon returning from leave, employees will be restored to the same or an equivalent position.

## **Enforcement and Retaliation**

Employees will not be subject to discharge, harassment, or discrimination for exercising rights or attempting to exercise rights under this policy, opposing practices that they believe to be in violation of this policy, or supporting the exercise of rights of another under this policy.

If employees have any questions regarding this policy, they should contact the employee's Supervisor.

## **10-12. BUSINESS EXPENSE REIMBURSEMENT**

This policy establishes the procedures all employees must follow when they are required to incur business-related expenses on behalf of Brighter Bites.

Employees are expected to use good judgment regarding all expenses incurred while conducting business for Brighter Bites. Expenses must be reasonable in the circumstances, necessary and incidental to the performance of the business involved and for the primary benefit of Brighter Bites rather than the employee.

## **Expense Reporting**

Employees must properly substantiate all business expenses submitted for reimbursement in accordance

with this policy.

Employees are responsible for properly substantiating all charges incurred on behalf of Brighter Bites. All expense reports should be submitted in a timely manner, no later than 30 calendar days from the date the expense was incurred. Expenses submitted more than 30 calendar days after being incurred may be denied for reimbursement, at Brighter Bites's discretion.

Employees are expected to submit original receipts or other supporting documentation for all business expenses incurred on behalf of Brighter Bites in accordance with this policy. However, if a receipt or other supporting documentation is missing, lost or nonexistent, employees should contact the Head of Human Resources to discuss whether reimbursement may still be available.

## **Reimbursement**

There are limits on the types and amounts of expenses that will be reimbursed, as follows:

1. Brighter Bites will not reimburse employees for any of the following types of expenses: [list non reimbursable expenses].
2. Brighter Bites will not reimburse employees for any single expense of more than \$[max amount]. Brighter Bites also will not reimburse employees for expenses that attempt to evade this maximum amount, for example, where employees artificially split a single expense into two transactions so that both are under the limit.
3. Brighter Bites will not reimburse employees for any expenses that are not required or that primarily benefit employees, rather than Brighter Bites. This includes, but is not limited to, expenses employees incur by purchasing smartphones or other electronic devices that the employees own, voice or data plans on such devices, Internet service at employees' residence, other home-office equipment or furniture, and like expenses. Even if items or services such as these are used for business purposes at times, employees are generally not required to purchase them in order to perform their job duties, and they are primarily for the employee's benefit rather than for Brighter Bites's. Accordingly, expenses for items or services of this nature will not be reimbursed by Brighter Bites.
4. any other expenses that, in Brighter Bites's discretion, are unreasonable, extravagant, or not business-related, will not be reimbursed by Brighter Bites.

Expenses that violate any of the four guidelines above will not be reimbursed unless the employee received approval from the Head of Human Resources, in writing, prior to incurring the expense.

Brighter Bites assumes no responsibility to reimburse employees for expenses that are not in compliance with this policy.

## Section 11 - NEW MEXICO ADDENDUM

### 11-1. PREGNANCY ACCOMMODATIONS

In compliance with New Mexico Pregnant Worker Accommodation Act, Brighter Bites will not discriminate against employees or job applicants in relation to pregnancy, childbirth, and related conditions and will provide reasonable accommodation for conditions related to pregnancy, childbirth, or related conditions.

#### **Reasonable Accommodations**

If employees or job applicants with a known limitation arising out of pregnancy, childbirth, or a related condition make a request for reasonable accommodation, Brighter Bites will endeavor to grant the request unless the accommodation constitutes an undue hardship. Reasonable accommodations may include modification or adaptation of the work environment, work rules, or job responsibilities for as long as necessary to enable employees with limitations due to pregnancy, childbirth, or a related condition to perform the job that does not impose an undue hardship on Brighter Bites. Brighter Bites will not require employees to take paid or unpaid leave if another reasonable accommodation can be provided to the known limitations related to the pregnancy, childbirth, or a related condition.

Further, Brighter Bites will not refuse to hire, discharge, refuse to promote, demote, or discriminate in matters of compensation or leave or terms, conditions, or privileges of employment against any person otherwise qualified for employment on the basis of that person's pregnancy, childbirth, or a related condition, including failing to treat employees or job applicants affected by pregnancy, childbirth, or a related condition in the same manner as other persons similar in ability to work for all employment-related purposes, including receipt of benefits under fringe benefit programs unless based on a bona fide occupational qualification.

Additionally, Brighter Bites will not print or circulate any statement, advertisement, or publication; use any form of application for employment; or make any inquiry regarding prospective employment that expresses, directly or indirectly, any limitation, specification, or discrimination as to pregnancy, childbirth, or a related condition, unless based on a bona fide occupational qualification. Brighter Bites will not refuse to list, properly classify for employment or refer a person for employment in a known available job for which the person is otherwise qualified on the basis of the person's pregnancy, childbirth, or a related condition unless based on a bona fide occupational qualification.

Brighter Bites reserves the right to require employees to provide medical certification concerning the need for reasonable accommodation consistent with Brighter Bites's requests for certification of other temporary disabilities.

Brighter Bites will not discharge, demote, deny promotion to, or in any other way discriminate against employees in the terms or conditions of employment in retaliation for the person asserting a claim or right pursuant to the Pregnant Worker Accommodation Act, for assisting another person to assert a claim or right pursuant to the Pregnant Worker Accommodation Act, or for informing another person about employment rights or other rights provided by law. A person claiming to be aggrieved by an unlawful discriminatory practice in violation of the Pregnant Worker Accommodation Act may seek relief under the Human Rights Act.

If employees have any questions about or would like to request a reasonable accommodation pursuant to this policy, they should contact Human Resources Department.

## 11-2. SICK AND SAFE TIME

### Eligibility

Brighter Bites provides paid sick leave to employees who work in New Mexico in accordance with the Healthy Workplaces Act. For employees who work in New Mexico who are eligible for sick time under another policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than any other policy and/or any other applicable sick time/leave law or ordinance.

### Accrual

Employees begin accruing paid sick leave pursuant to this policy on July 1, 2022 or at the start of employment, whichever is later. Employees accrue one (1) hour of paid sick leave for every 30 hours worked. Exempt employees are assumed to work 40 hours in each workweek unless their normal workweek is less than 40 hours, in which case paid sick leave accrues based upon that normal workweek. For purposes of this policy, the year is the consecutive 12-month period beginning January 1 and ending on December 31.

### Usage

Employees may use paid sick leave immediately. Paid sick leave may be used in 1 increments. Employees may not use more than 64 hours of paid sick leave in any year.

Employees may use paid sick leave for absences due to:

1. The employee's mental or physical illness, injury or health condition; medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; and preventive medical care;
2. Care of a family member of the employee for mental or physical illness, injury or health condition; medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; and preventive medical care;
3. Meetings at the employee's child's school or place of care related to the child's health or disability; or
4. Absences necessary due to domestic abuse, sexual assault or stalking suffered by the employee or a family member of the employee provided that the leave is for the employee to:
  - a. obtain medical or psychological treatment or other counseling;
  - b. relocate;
  - c. prepare for or participate in legal proceedings; or
  - d. obtain services or assist a family member of the employee with any of the activities set forth in subparagraphs (a) through (c).

For purposes of this policy, family member includes the employee's spouse or domestic partner or a person related to the employee or the employee's spouse or domestic partner as: (1) a biological, adopted or foster child, a stepchild or legal ward or a child to whom the employee stands in loco parentis; (2) a biological, foster, step or adoptive parent or legal guardian, or a person who stood in loco parentis when the employee was a minor child; (3) a grandparent; (4) a grandchild; (5) a biological, foster, step or adopted sibling; (6) a spouse or domestic partner of a family member; or (7) an individual whose close association with the employee or the employee's spouse or domestic partner is the equivalent of a family relationship. A domestic partner includes an individual with whom another individual maintains a household and a mutual committed relationship without a legally recognized marriage.

The employee's use of paid sick leave will not be conditioned upon searching for or finding a replacement worker.

Unless employees advise Brighter Bites otherwise, we will assume, subject to applicable law, that employees want to use available paid sick leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have paid sick leave available.

### **Notice and Documentation**

When employees need to use paid sick leave, the employee or an individual acting on the employee's behalf must make an oral or written request to the Employee's Supervisor to use the leave. When possible, the request must include the expected duration of the sick leave absence. When the need to use paid sick leave is foreseeable, the employee must make a reasonable effort to provide advance notice before using the paid sick leave and must make a reasonable effort to schedule use of paid sick leave in a way that does not disrupt Brighter Bites's operations. When the need to use paid sick leave is not foreseeable, the employee must notify the Employee's Supervisor as soon as practicable.

Employees may be required to provide reasonable documentation for the use of paid sick leave if the employee used paid sick leave for two (2) or more consecutive workdays. Where sick leave is requested for reasons 1 or 2 above, documentation signed by a health care professional indicating the amount of sick leave taken is necessary will be considered reasonable documentation. Where sick leave is requested for reason 4 above, the employee may provide one of the following: a police report; a court-issued document; or a signed statement by a victim services organization, clergy member, attorney, advocate, the employee, a family member or any other person. The signed statement does not have to be notarized or be in any particular format. It only needs to affirm the employee took paid sick leave for one of the purposes specified by the Act. Employees are allowed up to 14 days from the date they return to work to provide the documentation. The documentation does not need to explain the nature of any medical condition or the details of the domestic abuse, sexual assault or stalking. Brighter Bites will never delay the use of paid sick leave because the employer has not yet received documentation. All information and documentation received about the employee's reasons for taking paid sick leave is confidential. Brighter Bites will not disclose the above-referenced information except with the employee's permission or as necessary for validation of disability insurance claims, accommodations consistent with the federal Americans with Disabilities Act (ADA), as required by the Healthy Workplaces Act, or by Court Order.

### **Payment**

Paid sick leave will be paid at the same hourly rate and with the same benefits the employee normally earns during hours worked at the time the employee uses such time, but no less than the applicable minimum wage. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

### **Carryover and Payout**

Employees may carry over up to 64 hours of accrued, unused paid sick leave to the following year. Unused paid sick leave will not be paid at separation.

### **Enforcement and Retaliation**

Retaliation against any employee who requests or uses paid sick leave is prohibited. Employees have the right to file a complaint with the New Mexico Department of Workforce Solutions, Labor Relations Division if paid sick leave as required by law is denied or if the employee is subjected to retaliation for requesting or taking paid sick leave. The New Mexico Department of Workforce Solutions, Labor Relations Division can be reached by calling (505) 841-4400, visiting [www.dws.state.nm.us](http://www.dws.state.nm.us) or going to a New Mexico Workforce Connections

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Office.

Questions about rights and responsibilities under the law can be answered by Human Resources Department.

## Section 12 - NEW YORK ADDENDUM

### 12-1. REPRODUCTIVE HEALTH DECISION-MAKING DISCRIMINATION

Brighter Bites may not:

- Discriminate or take any retaliatory personnel action against employees with respect to compensation, terms, conditions, or privileges of employment because of, or on the basis of, the employee's or dependent's reproductive health decision making, including but not limited to a decision to use or access a particular drug, device, or medical service; or
- Require employees to sign a waiver or other document that purports to deny employees the right to make their own reproductive health care decisions, including use of a particular drug, device, or medical service.

Brighter Bites also may not access the employee's personal information regarding the employee's or the dependent's reproductive health decision making, including but not limited to the decision to use or access a particular drug, device, or medical service without the employee's prior informed affirmative written consent.

Employees may bring a civil action in any court of competent jurisdiction against Brighter Bites for any alleged violations of this policy. In any civil action alleging a violation of this policy, the court may: award damages, including, but not limited to, back pay, benefits, and reasonable attorneys' fees and costs incurred to a prevailing plaintiff; afford injunctive relief against Brighter Bites if it commits or proposes to commit a violation of the provisions of this policy; order reinstatement; and/or award liquidated damages equal to 100 percent of the award for damages unless Brighter Bites proves a good faith basis to believe that its actions in violation of this policy were in compliance with the law.

Any act of retaliation for employees exercising any rights granted under this policy shall subject Brighter Bites to separate civil penalties. For the purposes of this policy, retaliation or retaliatory personnel action means discharging, suspending, demoting, or otherwise penalizing employees for making or threatening to make a complaint to Brighter Bites, co-worker, or a public body, that rights guaranteed under this policy have been violated; causing to be instituted any proceeding under or related to this policy; or providing information to or testifying before any public body conducting an investigation, hearing, or inquiry into any such violation of a law, rule, or regulation by Brighter Bites.

Employees with issues or concerns regarding this policy or who feel they have been subjected to any alleged violation of this policy should contact Human Resources Department.

### 12-2. PREGNANCY ACCOMMODATIONS

In compliance with New York law, Brighter Bites will not discriminate against employees in relation to pregnancy, childbirth or related conditions and will endeavor to provide reasonable accommodations for any pregnancy-related conditions, unless doing so would impose an undue hardship on the operation of Brighter Bites's business.

Reasonable accommodations that may be provided include:

1. occasional breaks to rest or drink water;
2. a modified work schedule;
3. leave for related medical needs;
4. available light duty assignments; and
5. transfers away from hazardous duty.

The employee must cooperate in providing medical or other information that is necessary to verify the existence of the pregnancy-related condition or that is necessary for consideration of the accommodation. Such medical information will be kept confidential by Brighter Bites.

Brighter Bites will not require any employee to take leave because the employee is pregnant. If the employee takes medical leave due to a pregnancy-related condition or childbirth, Brighter Bites will hold the employee's job for the employee as long as Brighter Bites does for employees who take medical leave for other reasons.

Brighter Bites will not retaliate against any employee because the employee is pregnant or may become pregnant or change the terms, conditions and privileges of employment because of pregnancy, childbirth or related conditions. Brighter Bites also will not refuse to hire or to promote a candidate because the individual is pregnant or may become pregnant.

Employees with questions or concerns regarding this policy or who would like to request a reasonable accommodation pursuant to this policy should contact the Employee's Supervisor.

### **12-3. ANTI-HARASSMENT - NY**

Brighter Bites and Insperity are committed to a work environment in which all individuals are treated with respect and dignity and are free from all forms of harassment and discrimination. Any form of harassment, even when not unlawful or directed at a protected category, is prohibited and will not be tolerated. All employees, including supervisors and co-workers, as well as vendors, contractors, interns (whether paid or unpaid), temporary workers, customers or other third parties, are expected to adhere to this policy.

Reported or suspected occurrences of harassment or discrimination will be promptly and thoroughly investigated. Following an investigation, Brighter Bites and Insperity will promptly take any necessary and appropriate disciplinary action.

Brighter Bites and Insperity will not permit or condone any acts of retaliation against anyone who files or cooperates in the investigation of harassment or discrimination complaints.

1. The term "harassment" includes harassment based on any category protected by federal, state or local law, which may include, but is not limited to, unwelcome slurs, jokes, or verbal, graphic or physical conduct relating to an individual's race (including hairstyle and hair texture), color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, pregnancy related condition, including but not limited to childbirth and/or lactation, physical disability, mental and/or intellectual disability, age, military status, veteran status (including protected veterans), marital status, registered domestic partner or civil union status, familial status, gender (including sex stereotyping, status of being transgender or nonbinary, and gender identity and expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information, or sexual orientation.
2. Sexual harassment is a form of workplace discrimination and Brighter Bites and Insperity have a zero-tolerance policy for any form of sexual harassment. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:

- a. Submission to such conduct is an explicit or implicit term or condition of employment;
  - b. Employment decisions are based on an employee's submission to or rejection of such conduct; or
  - c. Such conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment, even if the complaining individual is not the intended target of the sexual harassment
  - d. Examples of acts that may be unlawful sexual harassment include, but are not limited to:
    - Physical assaults of a sexual nature, such as: Touching, pinching, patting, grabbing; rape, sexual battery, molestation or attempts to commit these assaults;
    - Unwanted sexual advances or propositions, such as requests for sexual favors accompanied by implied or overt threats concerning the victim's job performance evaluation, a promotion or other job benefits or detriments
    - Sexually oriented gestures, noises, remarks, jokes or comments about a person's sexuality or sexual experience, which create a hostile work environment.
    - Sexual or discriminatory displays or publications anywhere in the workplace, such as: Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
    - Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, gender expression and the status of being transgender or nonbinary, such as: Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job; Sabotaging an individual's work; Bullying, Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity. The intent of the behavior is not a defense. The conduct is evaluated objectively from a reasonable person's viewpoint.
3. Harassment and discriminations are forms of employee misconduct that subjects Brighter Bites and Insperity to liability for harm to victims of harassment, including sexual harassment. Harassers may also be individually subject to liability. Any employee, including supervisors and managers, who engage in harassing, including sexual harassing, behavior will be subject to sanctions enforced against them for such behavior. Harassment does not have to be severe or pervasive to be unlawful if it subjects an individual to inferior terms, conditions, or privileges of employment and rises above petty slights or trivial inconveniences.
4. Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business, working remotely at home, or at employer or industry-sponsored events or parties. Calls, texts, emails, and social media usage by employees or covered individuals can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices, meeting apps, or during non-work hours.

#### Internal Complaint Procedure

Brighter Bites and Insperity provide you with a convenient and reliable method for reporting incidents of alleged harassment, including sexual harassment, and discrimination. Any employee who feels harassed or discriminated against, or who is aware of harassment or discrimination occurring in the workplace is encouraged to immediately inform the alleged offender that the behavior is unwelcome. If the informal discussion with the alleged offender is unsuccessful in remedying the problem, or if you do not feel

comfortable with such an approach, you should immediately report the conduct to Human Resources Department and the Insperity Anti-Harassment Hotline number at 844-677-3030. A complaint form is available on Insperity Premier™ to report harassment and file complaints. This form may be found on Insperity Premier under Company > Forms and Policies > Company Documents.

We cannot resolve a harassment or discrimination problem, unless we know about it. Managers and supervisors are required to report any complaint they received, or any harassment that they observe. Therefore, it is your responsibility to bring those kinds of problems to our attention so we can take the necessary steps to correct any problems. The report should include all facts available to you regarding the alleged harassment, sexual harassment, or discrimination.

When you call the Insperity Anti-Harassment Hotline, please be sure to leave your name, Insperity employee identification number or the last four digits of your social security number, and the name of the client company for which you work. If you wish to make an anonymous complaint, you may do so. However, the scope of our investigation may be limited based on the information you provide.

#### External Complaint Procedure

If you believe you have been harassed, including sexual harassment, or discriminated against, you may have rights and remedies under federal, state, and/or local law. If you feel you've reported your complaint internally but have not received a satisfactory response, you may file a complaint with the New York State Division of Human Rights (DHR), the U.S. Equal Opportunity Commission (EEOC), or contact the county, city or town in which you live to see if similar laws exist.

The New York State Human Rights Law (HRL), N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State and protects employees and covered individuals, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the New York State Division of Human Rights (DHR) or in New York State Supreme Court. A complaint alleging violation of the Human Rights Law may be filed either with the New York State Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints of sexual harassment filed with DHR may be submitted any time within three years of the harassment. If an individual does not file a complaint with DHR, they can bring a lawsuit directly in state court under the Human Rights Law, within three years of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court. Complaining internally does not extend your time to file with DHR or in court. The three years are counted from the date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases receive a public hearing before an administrative law judge. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies but it may include requiring your employer to take action to stop the harassment, or repair the damage caused by the harassment, including paying of monetary damages, punitive damages, attorney's fees, and civil fines.

#### The United States Equal Employment Opportunity Commission:

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act, 42 U.S.C. § 2000e et seq. An individual can file a complaint with the EEOC anytime within 300 days from the most recent incident of harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred. If the EEOC determines that the law may have

been violated, the EEOC will try to reach a voluntary settlement with the employer. If the EEOC cannot reach a settlement, the EEOC (or the Department of Justice in certain cases) will decide whether to file a lawsuit in federal court if the EEOC closes the charge, is unable to determine if federal employment discrimination laws may have been violated, or believes that unlawful discrimination occurred by does not file a lawsuit.

Individuals may obtain relief in mediation, settlement or conciliation. In addition, federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC. An employee alleging discrimination at work can file a "Charge of Discrimination."

If an individual filed an administrative complaint with the New York State Division of Human Rights, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.

### Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment or discrimination with the New York City Commission on Human Rights.

### Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

- Contact DHR at (888) 392-3644 or 1-800-HARASS-3 or visit [dhr.ny.gov/complaint](http://dhr.ny.gov/complaint) for more information about filing a complaint.
- Contact the EEOC at 1-800-669-4000 (TTY: 1-800-669-6820), , or visit [www.eeoc.gov](http://www.eeoc.gov) or via email at [info@eeoc.gov](mailto:info@eeoc.gov)
- Contact the NYC Commission on Human Rights by calling 311 or (212) 306-7450; or visit [www1.nyc.gov/site/cchr/index.page](http://www1.nyc.gov/site/cchr/index.page)

### Confidentiality

All reports of alleged harassment, sexual harassment, or discrimination will be treated seriously. Confidentiality will be maintained to the extent possible. However, to conduct a thorough investigation, certain information may need to be disclosed to other individuals, including the alleged offender. Consequently, absolute confidentiality cannot be promised and cannot be guaranteed.

### Investigative Procedure

Once a complaint of alleged harassment, sexual harassment, or discrimination is received, we will begin a prompt and thorough investigation. All employees are required to cooperate with management during any investigation of harassment, including sexual harassment.

The investigation may include interviews with all involved parties, including the alleged harasser, and any persons who are aware of facts or incidents alleged to have occurred, and review of any information provided by such parties. While confidentiality will be observed in this procedure, complete confidentiality cannot be guaranteed, however only those persons who are necessary to this process will be informed of events, and only to the extent necessary.

Following an investigation, Brighter Bites and Insperity will promptly take any necessary and appropriate disciplinary action. Disciplinary action will be taken if the investigation reveals that an employee has acted in a manner that is not in alignment with the goals of this policy. Brighter Bites and Insperity may address any workplace issue discovered during an investigation. This may include some or all of the following steps:

1. Restore any lost terms, conditions, or benefits of employment to the complaining employee.
2. Discipline the alleged harasser. This discipline may include written disciplinary warnings, transfer, demotion, suspension and/or termination of employment.

If the alleged harassment, sexual harassment, or discrimination is from a vendor, contractor, customer or other third party, Brighter Bites and Insperity will take appropriate action to stop the conduct.

If you have made a complaint but feel that the action taken in response has not remedied the situation, you should make an additional complaint following the complaint procedure outlined in this policy.

#### Duties of Employees and Supervisors

All employees of the Company, both management and non-management, are responsible for assuring that a workplace free of harassment, sexual harassment, and discrimination is maintained. Any employee may file a complaint regarding incidents experienced personally or incidents observed in the workplace. The Company strives to maintain a pleasant work environment where all employees are able to effectively perform their work without interference of any type and requests the assistance of all employees in this effort.

Supervisors and managers have a special responsibility to make sure employees feel safe at work. All managers and supervisors are responsible for doing all they can to prevent and discourage harassment, sexual harassment, and discrimination from occurring. If a complaint of harassment, sexual harassment or discrimination is raised, the individual to whom the complaint is made (i.e., supervisor, manager, company owner) should act promptly to notify the Insperity Anti-Harassment hotline number so an investigation may promptly proceed. The Company and Insperity may discipline any managers or supervisors who fail to follow this policy, which discipline, may include termination.

#### Bystander Intervention

Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is **required** to report it. There are five standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination.

1. A bystander can interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
2. A bystander who feels unsafe interrupting on their own can ask a third party to help intervene in the harassment;
3. A bystander can record or take notes on the harassment incident to benefit a future investigation;
4. A bystander might check in with the person who has been harassed after the incident, see how they are feeling and let them know the behavior was not ok; and
5. If a bystander feels safe, they can confront the harassers and name the behavior as inappropriate. When confronting harassment, physically assaulting an individual is never an appropriate response.

#### Retaliation Prohibited

Brighter Bites and Insperity do not condone retaliation against individuals who file complaints of harassment, sexual harassment, or discrimination.

Examples of retaliation may include, but are not limited to:

Demotion, termination, denying accommodation, reduced hours, or the assignment of less desirable shifts;

Publicly releasing personnel files;

Refusing to provide a reference or providing an unwarranted negative reference;

Labeling an employee as “difficult” and excluding them from projects to avoid “drama”;

Undermining an individual’s immigration status; or

Reducing work responsibilities, passing over for a promotion, or moving an individual’s desk to a less desirable office location.

Employees who are found to have retaliated against employees or non-employees (i.e., someone who is a contractor, subcontractor, intern, vendor, temporary worker, consultant or otherwise providing services in the workplace) who have filed complaints of harassment, sexual harassment, discrimination, or reported that another employee has been sexually harassed or discriminated against; or encouraged a fellow employee to report harassment, or who testify or assist in any proceeding under the law is unlawful and will be subject to disciplinary action, up to and including termination. Employees are protected from retaliation if they had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect individuals making intentionally false charges.

#### **12-4. PAID PRENATAL LEAVE**

Employees may take up to 20 hours of paid prenatal leave (PPL) during any 52-week calendar period for the health care services received by the employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a health care provider related to the pregnancy. PPL may be used only by the employee directly receiving prenatal health care services. The 52-week calendar period is calculated from the date the employee first uses PPL. This benefit is a separate benefit from other paid time off benefits and leaves of absence provided by Brighter Bites pursuant to Brighter Bites policy or other applicable laws, including paid sick leave provided pursuant to New York law and paid sick and safe time provided pursuant to the New York City law.

PPL may be taken in hourly increments.

Employees should request PPL by notifying Human Resources Department. Employees are asked to provide advance notice if possible. Brighter Bites will not require supporting documentation or the disclosure of confidential information as a condition of providing PPL. For employers in New York City, any information Brighter Bites receives about the employee’s use of PPL will be kept confidential and not disclosed to anyone without the employee’s written permission or as required by law.

PPL leave will be paid at the employee's regular rate of pay, or the applicable minimum wage rate, whichever is greater. Use of PPL is not considered hours worked for purposes of calculating overtime.

For employers in New York City, each pay period that any employee uses paid prenatal leave, Brighter Bites will inform the employee of the amount of PPL used during the relevant pay period and the total balance of PPL available for use on the employee’s pay statement or other form of written documentation provided

each pay period.

Unused PPL will not be paid at separation.

Employees will not be discharged, threatened, penalized, or in any other manner discriminated or retaliated against because such employee has exercised their rights to PPL under this policy and applicable law including, but not limited to, requesting PPL and using PPL, consistent with this policy and applicable law.

If employees have any questions regarding this policy, they should contact Human Resources Department.

## 12-5. LACTATION ACCOMMODATION

Employees have the right to express breast milk in the workplace pursuant to federal and New York law.

Brighter Bites provides employees who are nursing with paid break time for 30 minutes and permits employees to use existing paid break time or meal time for time in excess of 30 minutes to express breast milk for the employee's nursing child each time such employee has a reasonable need to express breast milk for up to three (3) years after the birth of a child.

Upon request of the employee who chooses to express breast milk in the workplace, Brighter Bites will designate a room or other location which will be made available for use by such employee to express breast milk. Such room or other location will be a place that is:

1. In close proximity to the work area;
2. Well-lit;
3. Shielded from view; and
4. Free from intrusion from other persons in the workplace or the public.

Such room or other location will provide, at minimum, a chair, a working surface, nearby access to clean running water, and, if the workplace is supplied with electricity, an electrical outlet. The room or location provided by Brighter Bites for this purpose must not be a restroom or toilet stall.

If the sole purpose or function of such room or other location is not dedicated for use by employees to express breast milk, such room or other location will be made available to such employee when needed and will not be used for any other purpose or function while in use by the employee. Brighter Bites will provide notice to all employees as soon as practicable when such room or other location has been designated for use by employees to express breast milk.

Where compliance with the lactation room requirements set forth above is impracticable because it would impose an undue hardship on Brighter Bites by causing significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of Brighter Bites's business, Brighter Bites will make reasonable efforts to provide a room or other location, other than a restroom or toilet stall, that is in close proximity to the work area where the employee can express breast milk in privacy.

If the workplace has access to refrigeration, Brighter Bites will extend such access to refrigeration for the purposes of storing the expressed milk.

Employees may submit a request for a room or other location for use by employees to express breast milk by contacting Human Resources Department. Brighter Bites will respond to such requests within five (5) business days.

Employees will not be discharged, threatened, penalized, or in any other manner discriminated against or retaliated against for exercising their rights under this policy and applicable law.

Employees should refer to the New York State Department of Labor's Policy on the Rights of Employees to Express Breast Milk in the Workplace, available at <https://dol.ny.gov/system/files/documents/2024/09/p705-policy-on-the-rights-of-employees-to-express-breast-milk-in-the-workplace -24-1.pdf>, which was separately issued, for additional details.

Employees should consult Human Resources Department with questions regarding this policy.

## **12-6. JURY DUTY LEAVE**

Brighter Bites realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service, including fees received for jury duty service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

Brighter Bites will compensate the juror with a fee of \$72 or the juror's regular wage (whichever is lower) for the first three (3) days of jury service.

Exempt employees will be paid their full salary less jury duty fees for any week in which they performed work for Brighter Bites and missed work due to jury service.

## **12-7. WITNESS LEAVE**

Employees called to serve as a witness in a judicial proceeding must notify their supervisor as soon as possible.

Employees will not be compensated for time away from work to participate in a court case, but may use available vacation and personal time to cover the period of absence.

Employees that appear in court to testify as a witness or victim, or to consult with a district attorney or obtain an order of protection, will not be disciplined or discharged for their absence.

## **12-8. VOTING LEAVE**

Employees who are eligible to vote in an election and who do not have at least four (4) consecutive hours before or after work while polls are open may request up to two (2) hours with pay to be used at the beginning or the end of their normally scheduled workday as designated by the employer to enable them to vote.

Employees must notify Brighter Bites of their intention to take time off to vote at least two (2) working days prior to Election Day.

## 12-9. STATUTORY SHORT-TERM DISABILITY BENEFITS

Brighter Bites also provides statutory short-term disability insurance.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

## 12-10. DOMESTIC VIOLENCE LEAVE - NY

Brighter Bites will make reasonable accommodations for an employee who is a victim of, or whose child is a victim of, domestic violence, provided the employee requesting leave is not the perpetrator of the domestic violence for which leave is being sought.

### Approved Reasons for Leave

Employees may request leave to:

- Seek medical attention for injuries caused by domestic violence,
- Obtain services from a domestic violence shelter, program, or rape crisis center,
- Obtain psychological counseling related to an incident of domestic violence,
- Participate in safety planning or to take any other action to increase safety from future incidents of domestic violence,
- Obtain legal services, assist in the prosecution of the offense, or appear in court related to the incident of domestic violence.

### Employee Notification and Certification

Employees seeking leave time must provide advance notice where feasible. If advance notice cannot be provided, employee may be required to provide documentation that confirms or supports the reason the employee provided for requesting leave. Such documentation may include:

- A police report indicating the employee or their child was the victim of domestic violence;
- A court order protecting the employee or their child from the abusing party;
- Other evidence from the court or prosecuting attorney that the employee appeared in court; or
- Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that the employee or their child was undergoing counseling or treatment for physical or mental injuries or abuse resulting from domestic violence.

### Job Restoration

When returning from an authorized leave, an employee will generally be returned to the same or an equivalent position, with no loss of benefits. Absences due to leave will not be counted as time worked for the purpose of seniority or computing paid time off for vacation, sick leave or personal days. In the event your position is affected by a decision or event not related to your leave of absence (e.g., job elimination or layoff), you will be affected to the same extent as if not on leave.

### Substitution of Paid Leave

If you are taking Domestic Violence Leave, you should substitute all accrued paid leave, including accrued and unused sick leave, paid vacation, paid personal time, paid time off and, if applicable, short-term salary continuation, before continuing leave on an unpaid basis. When receiving disability benefits under a disability benefit plan, the substitution of your accrued paid leave is not required. Any Domestic Violence leave, whether paid, unpaid or a combination, will be counted toward the leave entitlement, as applicable.

#### Questions About Domestic Violence Leave

If you have any questions about your rights or responsibilities under this policy, contact the Insperity Contact Center toll free at 866-715-3552 (select “Benefits”), weekdays between 7 a.m. and 7 p.m. Central time. Brighter Bites and Insperity will comply with all applicable federal, state and local laws in administering this policy.

### **12-11. FAMILY MILITARY LEAVE**

Employees who work an average of at least 20 hours per week and are spouses of military members generally are entitled to up to 10 days of unpaid leave during any period when the spouse in the military is on leave from active duty. Prior notice is requested for staffing reasons. Employees will not be retaliated against for exercising their rights under this policy.

Leave runs concurrently with FMLA Qualifying Exigency leave to the extent both are applicable.

### **12-12. STATE PAID FAMILY LEAVE**

#### **Eligibility Requirements**

Employees may be eligible for New York State Paid Family Leave benefits for qualifying leaves of absence. In order to receive paid family leave benefits, an employee must file a claim with the company's designated paid family leave insurance carrier. You may see your supervisor or call Insperity Leave Administration at 877-236-7331 for instructions on how to file your New York Paid Family Leave claim. Or you may contact Insperity Leave Administration by email: [leave\\_administration@insperity.com](mailto:leave_administration@insperity.com).

Employees who have a regular work schedule of 20 or more hours per week and have been employed at least 26 consecutive weeks before the date Paid Family Leave (PFL) begins (or who have a regular work schedule of less than 20 hours per week and have worked at least 175 days to the date PFL begins) are eligible for PFL. Paid time off can be counted toward the employee's eligibility determination. Employees are eligible for PFL regardless of citizenship and/or immigration status. Employees have the option to file a waiver of PFL and therefore not be subject to deductions when their regular employment schedule is:

- 20 or more hours per week but the employee will not work 26 consecutive weeks; or
- Fewer than 20 hours per week and the employee will not work 175 days in a 52-consecutive-week period.

#### **Entitlement**

PFL is available to eligible employees for up to 12 weeks within any 52-consecutive-week period. PFL is available for any of the following reasons:

- To participate in providing care, including physical or psychological care, for the employee's family

member (child, stepchild, or anyone for whom the employee has legal custody, spouse, domestic partner, parent, sibling, stepparent, parent-in-law, grandchild, or grandparent) with a serious health condition;

- To bond with the employee's child during the first 12 months after the child's birth, adoption, or foster care placement; or
- For qualifying exigencies, as interpreted by the Family and Medical Leave Act (FMLA), arising out of the fact that the employee's spouse, domestic partner, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the armed forces of the United States.

For purposes of this policy, family member includes the employee's child, spouse, domestic partner, parent, grandchild, grandparent, or sibling "Child" means a biological, adopted, or foster son or daughter, a stepson or stepdaughter, a legal ward, a son or daughter of a domestic partner, or the person to whom the employee stands in loco parentis. "Parent" means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. "Grandchild" means a child of the employee's child. "Grandparent" means a parent of the employee's parent. "Sibling" means a biological or adopted sibling, a half-sibling, or stepsibling.

The 52-consecutive-week period is determined retroactively with respect to each day for which PFL benefits are currently being claimed.

PFL benefits are financed solely through employee contributions via payroll deductions.

The weekly monetary benefit will be 67 percent of the employee's average weekly wage up to 67 percent of the state average weekly wage.

Brighter Bites and the employee may agree to allow the employee to supplement PFL benefits up to their full salary with paid time off, to the maximum extent permitted by applicable law.

The employee who is eligible for both statutory short-term disability benefits and PFL during the same period of 52-consecutive-calendar weeks may not receive more than 26 total weeks of disability and PFL benefits during that period of time. Statutory short-term disability benefits and PFL benefits may not be used concurrently. If the employee is unable to work and qualifies for workers' compensation benefits, the employee may not use PFL benefits at the same time the employee is receiving workers' compensation benefits. The employee receiving reduced earnings may be eligible for PFL.

PFL may not be taken for any one (1) of, or for a combination of, the following reasons:

- For a birth mother's pregnancy or prenatal conditions;
- For the employee's own health condition; and/or
- For the employee's own qualifying military event.

### **Definition of a Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition, that involves inpatient care in a hospital, hospice, or residential health care facility; or continuing treatment or continuing supervision by a health care provider.

### **Use of Leave**

The employee does not need to use this leave entitlement in one (1) block. Leave can be taken intermittently in daily increments. Leave taken on an intermittent basis will not result in a reduction of the total amount of

leave to which the employee is entitled beyond the amount of leave actually taken.

### **Employee Responsibilities**

The employee must provide 30 days' advance notice before the date leave is to begin if the qualifying event is foreseeable. When 30 days' notice is not practicable for reasons such as a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, the employee must provide notice as soon as practicable and generally must comply with Brighter Bites's normal call-in procedures. Failure by the employee to give 30 days' advance notice of a foreseeable event may result in partial denial of the employee's benefits for a period of up to 30 days from the date notice is provided.

Employees must provide sufficient information to make Brighter Bites aware of the qualifying event and the anticipated timing and duration of the leave. Employees must specifically identify the type of family leave requested. Employees also must provide medical certifications and periodic recertification or other supporting documentation or certifications supporting the need for leave. The employee requesting PFL must submit a completed Request for Paid Family Leave or PFL-1 form and additional certification form(s) as follows to Brighter Bites's insurance carrier: 1) Bonding Certification: PFL-2 Form plus documentation; 2) Health Care Provider Certification: PFL-4 Form plus Personal Health Information (PHI) Release (PFL-3 Form); or 3) Military Qualifying Event: PFL-5 Form plus documentation. These documents are available from Human Resources Department.

To submit a request for PFL, employees must complete the employee's portion of the insurance carrier's PFL-1 Form and submit it to Human Resources. Brighter Bites will complete its section of the form and will return it to the employee within three (3) business days. If Brighter Bites fails to respond, employees may submit all materials directly to the insurance carrier. Depending on the type of PFL leave employees are seeking, employees will be required to complete additional PFL forms as described in the communication that employees will receive from the insurance carrier. Employees must submit the completed PFL forms before or within 30 days after the start of their leave. The insurance carrier must pay or deny leave requests within 18 calendar days of receiving the employee's completed forms.

### **Job Benefits and Protection**

During any PFL taken pursuant to this policy, Brighter Bites will maintain coverage under any existing group health insurance benefits plan as if the employee had continued to work. The employee must make arrangements with Human Resources prior to taking leave to pay their portion of any applicable health insurance premiums each month.

Brighter Bites's obligation to maintain health insurance coverage ceases if the employee's premium payment is more than 30 days late. If the employee's payment is more than 15 days late, Brighter Bites will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date.

Employees who exercise their right to PFL will, upon the expiration of that leave, be entitled to be restored to the position they held when the leave commenced, or to a comparable position with comparable benefits, pay, and other terms and conditions of employment. The taking of leave covered by PFL will not result in the loss of any employment benefit accrued before the date on which the leave commenced. While on PFL, employees will not continue to accrue sick or vacation time.

### **Leave Concurrent with FMLA**

Brighter Bites will require the employee, who is entitled to leave under both the FMLA and PFL, to take PFL concurrently with any leave taken pursuant to the FMLA. When the total hours taken for FMLA in less than

full-day increments reaches the number of hours in the employee's usual workday, Brighter Bites may deduct one (1) day of PFL from the employee's annual available PFL.

### **Questions and/or Complaints About PFL**

If employees have any questions regarding this policy, they should contact Human Resources Department. For additional information concerning leave entitlements and obligations that might arise when PFL is either not available or exhausted, employees should consult Brighter Bites's other leave policies or contact Human Resources. Brighter Bites is committed to complying with the PFL and will interpret and apply this policy in a manner consistent with the PFL. Employees who disagree with a denial of their claim for PFL may submit their dispute to arbitration. Employees will be provided with information about how to request arbitration.

Employees are protected from discrimination and retaliation for requesting or taking PFL. If employees believe their rights have been violated and/or they have been denied job restoration as a result of requesting and/or taking PFL, they must send the Head of Human Resources a formal request for job reinstatement using the Formal Request for Reinstatement Regarding Paid Family Leave (Form PFL-DC-119), which can be found in the forms section of <https://www.ny.gov/PaidFamilyLeave>. Employees must file the completed form with Brighter Bites and send a copy to: Paid Family Leave, P.O. Box 9030, Endicott, NY 13761-9030.

If Brighter Bites does not comply with the employee's request for reinstatement within 30 days, the employee may file a PFL discrimination complaint with the Workers' Compensation Board using the Paid Family Leave Discrimination Complaint (Form PFL-DC-120), which is also available on the New York PFL website. Once the employee's complaint is received, the Board will assemble the employee's case and schedule a preliminary hearing in front of a workers' compensation law judge.

## Section 13 - NORTH CAROLINA ADDENDUM

### 13-1. SCHOOL ATTENDANCE LEAVE

Brighter Bites will grant employees who are parents or guardians of school-age children up to four (4) hours of unpaid leave during any 12-month period to participate in activities at their children's school. Forty-eight hours' written advance notice is required. The leave shall occur at a time mutually agreed upon by the employee and Brighter Bites. Brighter Bites may require verification of the employee's participation in the school activities. Employees must first use accrued paid time off for this purpose.

## HANDBOOK ACKNOWLEDGEMENT

I acknowledge receipt of Brighter Bites's Employee Handbook ("Handbook"). I understand this handbook contains information regarding the Company's rules and benefits which affect me as an employee.

I understand the Handbook is not a written employment contract for any specific term. My employment with Insperity is at-will. My employment with the Company is at-will unless an authorized employment agreement with Brighter Bites provides otherwise.

I further understand that only Company authorized and designated Leadership personnel has any authority to change my at-will status or enter into any agreement guaranteeing employment with the Company for any specific period of time. I also understand that if any agreement is made, it will not be authorized and enforceable unless it is in writing and signed by both parties.

I also understand that an agreement made by designated Company Leadership personnel of Brighter Bites is not binding on Insperity unless it is agreed to in writing by either the president or senior vice president of Insperity.

I understand, if requested by Brighter Bites, I must repay the Company any vacation/PTO used but not accrued at the time my employment ends, and I hereby authorize the Company to deduct such amounts from my final paycheck to the extent permitted by law. I also agree that if requested, I will complete a new deduction authorization form to facilitate such deductions.

I understand that if I have any questions about the interpretation or application of any policies contained in the Handbook, I should direct these questions to the onsite supervisor.

I further understand the Company reserves the right to modify the policies and benefits in the Handbook at any time without notice.

My signature below acknowledges that I have received the Handbook and understand it is my responsibility to read and comply with all policies contained in this Handbook, including state specific addendums (if any), and any revisions made to it.

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Insperity Employee ID Number: \_\_\_\_\_

**Please sign and return one acknowledgment to your supervisor and retain the other for your records. A copy of this signed acknowledgment should be sent to Insperity.**