

# CALIFORNIA ADDENDUM

The following policies supplement the policies contained in the main Colleague Handbook and are specific to the state of California. Where this Addendum and the Colleague Handbook conflict, this Addendum controls.

The contents of this Addendum are guidelines only. Neither this Addendum nor any other Company guidelines, policies, or practices creates an employment contract. BRP Colleague, Inc. (“BRP” or the “Company”) reserves the right to change, correct, modify, or revoke this Addendum or any of its terms at any time with or without notice. Nothing in this Addendum alters the at-will nature of your employment. Although other terms, conditions and benefits of employment with BRP may change from time to time, the at-will nature of employment with BRP is one aspect of the employment relationship that cannot be changed by any oral statement or alleged oral statement. It can only be changed pursuant to a written agreement covering employment status.

## **ANTI-DISCRIMINATION POLICIES**

### **EEOC PROTECTED STATUS**

It is the policy of BRP to provide employment opportunities without regard to race, color, age, sex, sexual orientation, familial status, religious creed, national origin, ancestry, marital status and registered domestic partner status, citizenship status, protected hair style or texture, military and veteran status, disability, protected medical condition, genetic information, political activity, or any other status protected by applicable law. Harassment and/or discrimination based on “sex” includes harassment and/or discrimination based upon gender, gender identity (including gender identity and gender expression), pregnancy (including childbirth or related medical conditions, and breastfeeding), and gender stereotyping. Discrimination based on any of these protected classifications is unlawful and is a violation of company policy. BRP makes all employment decisions without regard to these protected statuses and does not tolerate harassment or discrimination.

### **POLICY AGAINST HARASSMENT, DISCRIMINATION AND RETALIATION**

#### **I. Purpose**

The harassment policy and complaint procedure contained in the main handbook are applicable to California team members. BRP’s harassment policy in California will be enforced in accordance with the California Fair Employment and Housing Act (“FEHA”). It is the policy and practice of BRP COLLEAGUE, INC. to maintain and foster a work environment in which all colleagues are treated with decency and respect. This policy sets forth our expectations for behavior that is aligned with BRP’s values and supportive of positive working relationships. This policy prohibits unlawful discrimination, harassment, including sexual harassment and retaliation in line with BRP’s core value of treating people with dignity and respect and fostering a collaborative environment where everyone is able to do their best work. In support of our core values, BRP prohibits discrimination, harassment, bullying and retaliation in the workplace or in work-related settings.” Any colleague who engages in prohibited conduct will be subject to discipline, up to and including immediate discharge from employment for a first offense.

This policy applies to colleagues at all levels within BRP and anyone doing business with BRP, including, but not limited to, applicants, customers, contingent workers, contractors, suppliers, and vendors.

#### **II. Definitions**

“Colleague” means a person employed by BRP Colleague, Inc.

“BRP.” (or the “Company” or “we” or “our”) means BRP Colleague, Inc.

“You” means colleagues and others covered by this policy.

“Applicant” means anyone who submits an expression of interest in employment for a specific job opening to BRP Colleague, Inc.

“Contingent Worker” means a worker hired through a third party for a limited period to perform services for BRP Colleague, Inc.

This policy prohibits conduct that violates the letter or spirit of anti-harassment laws or conduct not aligned with BRP’s values, policies, or behavioral expectations. This includes conduct in any work-related setting, whether on Company premises, during working time, or while participating in activities outside the workplace such as business-related social events and travel.

Conduct prohibited by this policy includes, but is not limited to, unwelcome conduct, whether verbal, physical, or visual, that is based upon race (including traits historically or culturally associated with race, such as hair texture and protective hairstyles), religion or religious creed (including religious dress and religious grooming), color, age (40 and over), genetic information, disability (mental and physical), medical condition (as defined under state law), national origin (including language use restrictions and possession of a driver’s license issued under section 12801.9 of the California Vehicle Code), ancestry, sex (including gender, gender identity, gender expression), sexual orientation, marital status, familial status, parental status, domestic partner status, citizenship status, pregnancy (including perceived pregnancy, childbirth, lactation, or pregnancy-related conditions), protected medical leaves, domestic violence victim status, military caregiver status, military status, veteran status, or any other status protected by federal, state, or local law. This policy applies to all employment decisions and conditions of employment. BRP Colleague, Inc. will not tolerate such harassing conduct that affects tangible job benefits, interferes with work performance, or creates a hostile, intimidating, or offensive work environment.

### **III. Sexual Harassment**

A. Although this policy governs all forms of harassment, because confusion often arises concerning the meaning of sexual harassment in particular, it deserves special mention. Federal and State law define sexual harassment as unwanted sexual advances, request for sexual favors or visual, verbal or physical conduct of a sexual nature when:

1. Submission to, or tolerance of, such behavior is made a term or condition of employment; or
2. Submission to, tolerance of, or rejection of such behavior is used as a basis for an employment decision; or
3. Such behavior interferes with a colleague's ability to perform his or her work or creates an intimidating, hostile, or offensive working environment.

Sexual harassment may be a single incident or a series of harassing acts. Inappropriate conduct that is sexually harassing in nature can involve individuals of the same or opposite sex, a leader and subordinate, co-workers, a colleague, or a non-colleague such as a customer, contractor, vendor, or supplier.

B. Sexual harassment may result from a range of subtle to not-so-subtle conduct, depending upon the circumstances. It can result from verbal, visual, or physical conduct. Examples of sexual harassment and similar inappropriate conduct prohibited by this policy, include but are not limited to:

1. Offensive and unwelcome sexual invitations or advances or requests for sexual acts or favors;
2. Conditioning employment benefits or continued employment in exchange for sexual favors;
3. Making or threatening reprisals, whether explicitly or implicitly, after a negative response to sexual advances;
4. Offensive visual conduct, including leering, making sexual gestures, displaying of sexually suggestive objects or pictures, symbols, cartoons, emojis, stickers, GIFs, or posters;
5. Offensive suggestive or sexually explicit communications, in any form, including but not limited to letters, notes, invitations, e-mail, text messages, blogs, instant messaging, voicemail, or other sexually explicit or offensive images in e-mails or other forms of electronic messaging or posts;
6. Sexually oriented verbal conduct including teasing, making or using derogatory comments, slurs, sexually explicit jokes, comments about an individual's body or dress;
7. Graphic or degrading comments about an individual's sexual activities;
8. Physical conduct including, but not limited to, touching of another's body, assault, impeding or blocking another's movements, and touching or display of one's own body, or any similar conduct.

The legal definition of sexual harassment is broad and, in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating, or humiliating to any workers, regardless of how they identify, may also constitute sexual harassment.

#### **IV. Other Forms of Harassment**

A. The following is a non-exhaustive list of additional behaviors based on a person's race, religion (including religious dress and religious grooming), color, age, genetic information, disability (mental and physical), medical condition (as defined under state law), national origin (including language use restrictions), ancestry, sex (including gender, gender identity, gender expression), sexual orientation, marital status, familial status, parental status, domestic partner status, citizenship status, pregnancy (including perceived pregnancy, childbirth, lactation, or pregnancy-related conditions), military caregiver status, military status, veteran status, protected medical leaves, domestic violence victim status, or any other status protected by federal, state, or local law that will be considered harassment and are prohibited by this policy:

1. Derogatory comments, epithets, slurs, jokes, or communications, in any form, including but not limited to, letters, notes, invitations, e-mail, text messages, blogs, instant messaging, voicemail, or other offensive images in e-mails or other forms of electronic messaging;

2. Posting or sharing derogatory materials such as posters, cartoons, drawings, gestures, objects or pictures, symbols, cartoons, emojis, stickers, GIFs, or posters;
3. Aggressive or unwelcome physical conduct such as assault, blocking normal movement, restraint, touching, or other physical interference;
4. Bullying behavior, including but not limited to, threats, intimidation, coercion, ridicule, insults, or belittling;
5. Spreading false, vicious, or malicious rumors;
6. Other behavior that creates a workplace where a colleague reasonably feels threatened, humiliated, or intimidated;
7. The gratuitous sabotage or undermining of a person's work performance.

#### **V. Procedures in Cases of Harassment, Discrimination or Retaliation**

A. You must report any violations of this policy that you experience or witness. If you believe in good faith that you have been subjected to, witnessed, or otherwise learned of harassment (or any other conduct prohibited by this policy) by anyone, including leaders, co-workers, suppliers, vendors, contingent workers, contractors, or customers, you must immediately report the incident. Reports may be made to your direct leader, any other member of management, or the Human Resources Department. You are not required to report to your leader or any other person engaging in the unwelcome behavior. In addition, if you make a report to your leader, or any other person and feel that prompt action was not taken on your report, you should escalate your report to the Human Resources Department.

Leaders who receive reports or observe harassing, discriminatory or retaliatory conduct must immediately report it to the Human Resources Department.

B. When BRP receives a report of harassment (or other conduct prohibited by this policy), BRP will promptly, thoroughly and fairly investigate all allegations of discrimination and/or harassment and/or retaliation, providing due process for the parties involved. This impartial investigation will be conducted by qualified personnel who will document their progress. The investigators will treat the investigation with discretion, keeping the investigation confidential to the extent possible. The conclusion reached as a result of the investigation will be reasonable and based on the evidence collected during the investigation. The investigation will typically include interviewing those with information on the matter. Our primary purpose in requiring reporting and investigating is to prevent future prohibited conduct, in BRP's discretion, through education, coaching, counseling, discipline, discharge, or other remedial measures.

If BRP determines that harassment, discrimination or retaliation occurred, it will take effective remedial action in accordance with the circumstances. Any colleagues that BRP Colleague, Inc. determines to be responsible for unlawful harassment, discrimination or retaliation will be subject to appropriate disciplinary actions up to and including termination. If BRP Colleague, Inc. determines that the conduct complained of does not rise to the level of unlawful harassment,

discrimination or retaliation, BRP may still offer appropriate options for remedial actions and resolutions to solve the issues raised.

BRP reserves the right to take other action, as appropriate, against others who violate this policy, even if the conduct does not rise to the level of unlawful conduct.

C. It is a violation of Company policy for an individual to be disciplined or otherwise disadvantaged because of good faith resort to the procedures in this policy for reporting sexual or other unlawful harassment or discrimination. BRP strictly prohibits retaliation in any way against anyone for using this reporting procedure in good faith, cooperating in an investigation in good faith or for filing, testifying, assisting, or participating in any manner in any investigation proceeding or hearing conducted by a federal or state enforcement agency. Any colleague who feels he or she has been retaliated against in violation of this no-retaliation policy is responsible for reporting the retaliation to management or the Human Resources Department, in the same manner as any other form of harassment.

D. Any report of retaliation will also be immediately, fairly and thoroughly investigated in accordance with BRP's investigation procedure outlined above. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including immediate discharge from employment will be taken.

## **VI. Investigation Procedure**

The following represents the typical steps taken during an investigation of harassment or discrimination:

A. An interview of the person making the complaint and an interview of the alleged harasser or other individual(s) about whom the complaint has been made will be conducted by human resources.

B. Determination of the need for a further investigation will be made based on whether the issue may be resolved immediately or if additional information needs to be obtained.

C. Determination will be made whether intermediate measures shall be undertaken before completion of the investigation to prevent further harassment, discrimination or retaliation.

D. The investigation will be conducted, stressing discretion, with disclosure of information only to the extent necessary to conduct an effective investigation.

E. A determination will be made as to whether harassment, discrimination or retaliation occurred.

F. Based on the investigation, a recommendation will be made by human resources regarding the appropriate disciplinary action to be taken.

G. The general result of the investigation will be communicated to the complainant.

H. Proper documentation of the investigation and resulting actions will be completed and maintained by Human Resources.

## **VII. Training**

All colleagues will receive initial training as required by state or local law. Colleagues will also receive ongoing communication via video bulletin boards, and literature to reinforce BRP's anti-harassment policy.

## **VIII. Additional Enforcement Information**

In addition to BRP Colleague Inc.'s internal complaint procedure, colleagues should also be aware that the federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) investigate and prosecute complaints of harassment, discrimination, and retaliation in employment. Information about the EEOC complaint procedure can be found on their website ([www.eeoc.gov](http://www.eeoc.gov)). The EEOC may also be contacted at [www.eeoc.gov](http://www.eeoc.gov) and/or at:

1-800-669-4000 (English)

1-800-669-6820 (TTY)

LOCAL EEOC AGENCIES:  
Equal Employment Opportunity Commission

Roybal Federal Building  
255 East Temple St., 4th Floor  
Los Angeles, CA 90012

350 The Embarcadero  
Suite 500  
San Francisco, CA 94105-1260

555 West Beech Street  
Suite 504  
San Diego, CA 92101  
1-800-669-4000

The state agency responsible for complaints of discrimination and harassment, including sexual harassment, is the Department of Fair Employment and Housing. This agency can be contacted by calling 1-800-884-1684 or by visiting its website at [www.dfeh.ca.gov/](http://www.dfeh.ca.gov/).

In accordance with California Code § 12590, all colleagues will be provided sexual harassment training and education every two years. Newly hired leaders or colleagues promoted into a leadership position will receive training within six months of assuming leadership responsibilities.





## COMPENSATION

### OVERTIME

All California non-exempt colleagues will be paid overtime as follows:

- One-and-a-half times your regular rate of pay for any hours worked over eight hours per workday or 40 hours per workweek;
- One-and-a-half times your regular rate of pay for any hours worked during the first eight hours on the seventh consecutive day in the same workweek;
- Double your regular rate of pay for any hours worked over 12 hours per workday or for any hours worked over eight hours on the seventh day of the workweek.

There may be exceptions to these standards where allowed by law.

Please remember you are not allowed to work overtime unless it has been authorized in advance by your leader, though you will be paid for all hours worked even if pre-approval was not obtained.

A workday begins at 12:01 a.m. and ends at midnight 24 hours later. Workweeks begin each Sunday at 12:01 a.m.

BRP pays all overtime wages required by law, and leaders are expressly forbidden from instructing or encouraging colleagues to work overtime off the clock. Colleagues should immediately report to Human Resources any instruction or suggestion by a leader that a colleague work off the clock.

Exempt colleagues may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt colleagues.

BRP does not permit colleagues to take compensatory time off in lieu of overtime pay.

All overtime worked must be recorded on your timesheet without exception. Colleagues should carefully review their timesheets and pay statements to verify that all overtime hours are recorded and paid for. Any colleague who believes he or she has worked overtime hours that were not recorded on their timesheet, or not paid, should immediately inform Human Resources. BRP will take prompt action to correct the matter.

Colleagues who work more than six hours during any day of the workweek are entitled to one day of rest (a day off from work) during the seven-day workweek. BRP respects the right to take a day of rest and it does not encourage or induce colleagues to forgo the day off. However, colleagues may voluntarily agree to work a shift on the seventh day. Exceptions may arise in special circumstances. A colleague may be required to work a seventh day in the workweek, in cases of emergency or for work performed in the protection of life or property from loss or destruction. Additionally, when the nature of the employment reasonably requires that the colleague work seven or more consecutive days, the colleague may accumulate days of rest such that in each calendar month the colleague receives days of rest equivalent to one day's rest in seven.

## **TIMEKEEPING PROCEDURES**

Unless otherwise notified, each colleague is required to accurately record his or her hours of work for BRP, through the use BRP's online payroll and timekeeping system. You are required to submit the time record promptly following the close of the pay period so that your time record can be reviewed by your leader before your paycheck is processed for the pay period. Accurately recording all of your time without exception is required in order to be sure that you are paid for all hours worked as required by the wage and hour laws. This includes all hours worked, including overtime hours, unscheduled hours, and hours worked before or after regularly scheduled shifts. "Off-the-clock" work time is not permitted. "Hours worked" is defined by law as all time a colleague is subject to the control of an employer, and includes all time that a colleague is suffered or permitted to work, whether or not required to do so.

Your obligation to accurately record all hours worked does not relieve you of your obligation to obtain advance approval from your leader before working overtime or hours beyond your regular work schedule. Permission on the day in question is always required. Colleagues who work beyond their regularly scheduled work hours, including overtime or off-schedule hours, or work at home, without prior authorization by their leader, are subject to disciplinary action up to and including termination of employment.

You will be informed on your first day on the job whether you are required to keep your time by a time clock, a time sheet or some other method. Whatever your method of timekeeping, you are expected to follow the established procedures in keeping an accurate record of your hours worked.

Please carefully review your time records and also your itemized wage statements. If you notice any inaccuracies, immediately notify a leader so that steps can be taken to correct the error.

Any changes or corrections to your time card or time record must be initialed by you and your leader or Human Resources. Under no circumstances may any colleague punch or record another colleague's time card.

## **MEAL PERIODS**

*Generally:* Unless colleagues waive their meal period per the procedures provided below, all non-exempt colleagues: (a) who work more than five hours in a workday are provided with an unpaid, duty-free meal period of at least thirty (30) minutes before the end of their fifth hour of work, and (b) who work more than ten hours in a workday are provided with a second unpaid, duty-free 30-minute meal period before the end of their tenth hour of work. Unless the colleague agrees to waive the meal period or has signed an on-duty meal period agreement, colleagues must clock in and out for their meal periods.

Colleagues are completely relieved of their job responsibilities during their meal periods. For this reason, colleagues must clock out and in for their meal periods, or record the beginning and ending time of the meal period on their timesheet every day. Colleagues may be required to sign a certification providing, among other things, that they have taken all of their daily meal periods during the pertinent pay period. At no time may any colleague perform off-the-clock work during a break. Colleagues are required to accurately record their meal periods on their time record.

Colleagues must not alter, falsify, or manipulate any aspect of their timekeeping records to inaccurately reflect or hide meal periods or time spent working during meal periods. Colleagues must clock back in and return to work promptly after the end of the meal period.

Colleagues will be provided a reasonable opportunity to take the meal period. During this time there will be no control over the colleague's activity. Colleagues are expected to refrain from performing any work during the meal period. Colleagues are free to leave the worksite.

Non-exempt colleagues may not work through their meal period in order to leave early or arrive at work late. Non-exempt colleagues may not make up any time away from work by working through their meal period.

*Waiver:* Colleagues may only waive their meal periods under the following circumstances. If a colleague will complete their work day in six hours, the colleague may waive their meal period. Colleagues who work over 10 hours in a day may waive their second meal period only if they take their first meal period and they do not work twelve hours or more that day. Colleagues may not waive meal periods to shorten their work day or to accumulate meal periods for any other purpose.

No BRP leader is authorized to instruct or approve a colleague's wish to forego a meal period unless it can be voluntarily waived by the colleague. Colleagues should immediately report a leader's instruction to skip a meal period to Human Resources.

BRP provides meal periods according to the following schedule:

Duration of Shift In Hours	# Meal Periods	Comments
0 to 5.0	0	A colleague who does not work more than five hours in a workday is not provided with a meal period
5.0+ to 10.0	1	A colleague who works more than five hours in a workday, but who does not work more than ten hours in a workday, is provided with a 30-minute meal period available before the end of the 5th hour of work, unless the colleague is working six or fewer hours and elects to waive the first meal period.
10.0+	2	A colleague who works more than ten hours in a workday is provided with a second 30-minute meal period available before the end of the 10th hour of work, unless the colleague is working twelve or fewer hours, did not waive the first meal period, and elects to waive the second meal period.

**REST PERIODS**

BRP provides all non-exempt colleagues with the opportunity to take a net, uninterrupted, duty-free 10-minute rest period for every four hours worked (or major fraction thereof), which should be taken so far as practicable in the middle of each work period. BRP generally will not authorize a rest period for colleagues whose total daily work time is less than three-and-one-half hours. Rest periods may not be combined with meal periods.

Rest periods are counted as hours worked, and thus, colleagues are not required to record their rest periods on their timesheets or time cards. Rest periods may not be waived to shorten your workday or be accumulated for any other purpose. Colleagues may be required to sign a certification providing, among other things, that they have taken all of their rest periods during the pertinent pay period.

The following chart shows the number of rest periods for which non-exempt colleagues are entitled to depending on the number of hours worked in a given workday.

Hours Worked	Number of Rest Periods
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0 – <3.5	0
3.5 – 6.0	1
6.0+ – 10	2
10.0+ – 14.0	3
14.0+ – 18.0	4

Colleagues are relieved of all duties during rest periods. “Duty free” means that the colleague is relieved of all work-related responsibilities, including, for example, any obligation to perform tasks, monitor work-related activities, carrying cellular telephones, personal digital assistants, or other communication devices, receiving, reviewing or responding to any communications, and any other tasks. While colleagues are free to leave the worksite if they can do so without exceeding the 10 minutes, they must promptly return to work at the end of their designated rest period.

**MISSED OR INTERRUPTED BREAKS**

If a colleague has been deprived of the opportunity to take a meal period, or is deprived of the opportunity to take a timely minimum, uninterrupted duty-free thirty minute meal period, the colleague should always immediately report this fact to his or her leader or to the Human Resources Department. Likewise, if a colleague is deprived of the opportunity to take a rest break or the opportunity to take a minimum uninterrupted duty-free ten minute break, the colleague should always immediately report this fact to his or her leader or to the Human Resources Department. BRP will take steps to remedy the problem.

It is against company policy to impede or discourage colleagues from taking breaks. Any colleague who believes that he or she has been discouraged or prevented from taking meal or rest breaks should report this fact to the Human Resources Department. Please note that no BRP leader is authorized to instruct a colleague how to spend his or her personal time during a meal or rest period. BRP will take steps to correct any problems. Colleagues are encouraged to make such reports and will be protected from retaliation for doing so.

**REPORTING TIME PAY**

If you report to work as scheduled or at BRP’s request, but are not put to work because of an unanticipated closure, BRP will pay you for at least half of the hours that you were scheduled for or usually worked, but never less than two hours pay and never more than four hours pay.

Reporting time pay will not be owed or paid under the following circumstances:

- When a closure is caused by threats to colleagues or company property or when recommended by a civil authority, such as the police;
- When public utilities fail, such as water, gas, electricity, or sewer; or
- When work is interrupted by an act of God or other causes not within BRP’s control.

**RECOVERY BREAKS**

To prevent heat-related illness, BRP will provide at least five minutes for any colleague believed to be suffering from a heat-related illness or who indicates that they need a cool down period to protect them from overheating. A recovery break under this policy is in addition to regularly

scheduled meal and rest breaks, and should only be taken as needed to prevent heat-related illness. A colleague will not be paid during his or her recovery break.

#### **PERSONNEL FILES AND PAYROLL RECORDS**

Every current and former California colleague has the right to inspect and obtain copies of their personnel files and payroll records. To request inspection or copying of your personnel file and/or payroll records, please contact Human Resources. By law, BRP has up to 30 days to make a colleague's personnel file available for inspection and/or copying, and up to 21 days to do the same for payroll records. If copies are requested, BRP may charge the colleague or former colleague the actual cost of copying.

BRP retains personnel files and payroll records for at least four years from the date of any California colleague's separation from BRP.

#### **FINAL WAGES**

Generally, when a final paycheck is issued to a California colleague depends on whether the colleague: (a) was terminated or laid off; (b) resigned with at least 72 hours' notice; or (c) resigned without notice or less than 72 hours' notice. In all circumstances, BRP will only pay final wages via direct deposit if authorized in writing by the colleague in advance of their separation from employment. Final wages will include any accrued but unused PTO time, including floating holidays, for those colleagues who accrue time based on hours worked.

Termination or layoff. If a colleague is terminated or laid off, all wages and accrued PTO earned but unpaid are due ***immediately*** at the time and place of the termination or layoff.

Resign with at least 72 hours' notice. BRP will pay colleagues who provide at least 72 hours' notice of their resignation all wages and accrued PTO earned but unpaid on their last day of work.

Resign with less than 72 hours' notice. If a colleague resigns without providing at least 72 hours' notice of their resignation, BRP will pay all wages and accrued PTO earned but unpaid within 72 hours after notice is given. A colleague who resigns without giving 72 hours' notice may request that their final pay be mailed to a designated address. For purposes of the 72-hour requirement, the mailing date is considered the payment date.

There may be other circumstances where applicable law requires final pay to be made in a manner or at a time that is different than what is stated above. In such circumstances, BRP follows the applicable law.

## LEAVE POLICIES

### **PREGNANCY DISABILITY LEAVE**

Pregnancy disability leave (“PDL”) is available for pregnant colleagues with disabilities related to childbirth. “Disabled” as used in this section includes, but is not limited to, severe morning sickness, prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, and/or recovery from childbirth or loss or end of pregnancy. Only your healthcare provider (as defined by California law) may determine whether you are disabled.

An colleague may take up to four months of leave per pregnancy regardless of length of service with BRP. The four-month leave period is equivalent to the number of hours a colleague would regularly work in 17-1/3 weeks. For instance, a full-time colleague who works 40 hours per week is entitled to 693 hours of leave. Colleagues who work more or less than that are entitled to a *pro rata* or proportional amount of leave.

A colleague can take PDL at any time that the colleague’s healthcare provider designates the colleague as disabled by pregnancy, childbirth, or related medical conditions. The colleague can take leave at any time the colleague is disabled during or after the pregnancy. A colleague need not take all of their leave at once. The pregnant colleague can take PDL intermittently, as in the case of morning sickness early in the pregnancy, followed months later by the birth of the child.

Except in cases of emergency, you must provide BRP with advance notice that you require a leave or other accommodation related to your pregnancy. If the need for leave is foreseeable, you must provide notice at least 30 days before the leave is to begin. If 30 days’ advance notice is not possible due to a lack of knowledge of when the leave, reasonable accommodation, or transfer will begin, a change in circumstances, a medical emergency, or other good cause, you must notify BRP as soon as possible. BRP will respond to your request as soon as possible, and in any event, not later than 10 calendar days after receiving the request.

PDL will run concurrently with leave taken under BRP’s Family Medical (FMLA) Leave.

You are required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability of a transfer. The certification should include: (1) the date on which you became disabled due to pregnancy or the date of the medical advisability of a transfer; (2) the probable duration of the period(s) of disability or the period(s) for the advisability of a transfer; and (3) a statement that you need to take pregnancy disability leave because you are disabled by pregnancy, childbirth or related medical condition and/or that, due to the disability, you are either unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself or to other persons, or a statement that, due to your pregnancy, a transfer to a less strenuous or hazardous position or duties is medically advisable. This statement should include the date on which the need for reasonable accommodation or transfer became/will become medically advisable and the estimated duration of the reasonable accommodation or transfer. Failure to obtain the required certification may result in the delay or denial of your request for leave.

If intermittent leave or leave on a reduced work schedule is medically advisable, you may, in some instances, be required to transfer temporarily to an available alternative position that meets your needs. The alternative position need not consist of equivalent duties, but must have the equivalent rate of pay and benefits. You must be qualified for the position. The position must better accommodate your leave requirements than your regular job. Transfer to an alternative position can include altering an existing job to better accommodate your need for intermittent leave or a reduced work schedule.

If a colleague is released to resume work on the colleague's anticipated date of return, the colleague will be reinstated on that date. If the colleague is ready to return earlier than the expiration of approved leave, the colleague must notify BRP of their readiness to return, and BRP will reinstate the colleague within two (2) business days, where feasible, after notice of the changed circumstances. Reasonable extensions of leave will be considered for approval if the colleague provides proper documentation before the original expiration date. Failure to report to work upon expiration of leave will be deemed a voluntary termination of employment.

When a colleague is ready to return to work, the colleague must obtain a written release from the colleague's health care provider certifying that the colleague is able to perform all of the essential duties of the colleague's job, with or without reasonable accommodation. BRP will reinstate a colleague to the job held before the leave or transfer began unless the colleague would not otherwise have been employed in the same job at the time reinstatement is requested for legitimate business reasons unrelated to the leave.

If BRP cannot reinstate a colleague to the colleague's job, it will offer the colleague a comparable position for which the colleague is qualified, provided that a comparable position is available either at the time the colleague returns to work or within 60 days after the colleague's return. An colleague has no greater rights under this policy to a comparable job than if the colleague had continued working and not taken leave. BRP reserves the right to select the best qualified candidate for any job vacancy.

During an approved PDL leave, BRP shall continue to provide medical coverage to the colleague under its group health plan at the level and under the same conditions that coverage would have been provided by BRP during the PDL leave. The colleague will remain personally responsible for paying the colleague's portion of the insurance premium during this time, including the colleague's portion of dependent coverage, if any. Failure to pay premiums in a timely manner may result in a COBRA notice.

PDL leave is unpaid by BRP. However, at your option, you may use any accrued vacation time or other accrued paid time off as part of your PDL before taking the remainder of your leave on an unpaid basis. We require, however, that you use any available sick leave during your PDL. The use of any paid leave will not extend the duration of your PDL. We encourage you to contact the Employment Development Department regarding your eligibility for state disability benefits insurance during your leave.

It is BRP policy to be fair and impartial in all its relations with colleagues and applicants. BRP will not discriminate against colleagues or applicants as a result of the approved use of PDL or a proper request for such leave.



## **CALIFORNIA FAMILY RIGHTS ACT LEAVE POLICY**

The California Family Rights Act (CFRA) provides many of the same leave benefits and protections to California colleagues that the federal Family and Medical Leave Act (FMLA) does. In circumstances where a colleague's leave is covered under both the FMLA and the CFRA, the leaves will run concurrently. However, in some situations, a colleague may be eligible for an unpaid CFRA leave that is not covered by FMLA and/or any other qualified leave. In those situations, CFRA and FMLA leave will not run concurrently.

To be eligible for CFRA, a colleague must be employed with BRP for at least twelve (12) months and have performed at least 1250 hours of service with BRP during the previous twelve months prior to the commencement of leave. Full-time colleagues may take CFRA leave of up to 12 work weeks in a 12-month period measured backward from the date of any CFRA leave usage. Part-time colleagues may take leave on a proportional basis. Colleagues may take CFRA leave on an intermittent basis instead of all at one time.

### **Reasons for Leave Under CFRA**

Eligible colleagues may request an unpaid CFRA leave of absence in circumstances that include:

- (1) birth of a child of the colleague, to bond with a new child, or due to the placement of a child with a colleague in connection with the adoption of a foster care of the child by the colleague;
- (2) to care for an immediate family member (colleague's spouse, registered domestic partner, child, registered domestic partner's child, sibling, parent, parent-in-law (including the parents of a registered domestic partner), grandparent or grandchild) with a serious health condition;
- (3) for the colleague's own serious health condition that makes the colleague unable to perform one or more of the essential functions of the colleague's position, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions;
- (4) to handle certain qualifying exigencies arising out of the colleague's spouse, registered domestic partner, child, or parent being on duty under a call or order to active duty in the Uniformed Services (up to 12 weeks).

Colleagues are entitled to take CFRA leave in addition to any leave under California Pregnancy Disability Leave. Colleagues must complete leave for the birth or fostering or adoption of a child within one year of the event.

### **Definitions for purposes of this policy**

"Child," means a biological, adopted or foster child; a stepchild; a legal ward; a child of a domestic partner; or a person to whom the colleague stands in loco parentis. "Child," for purposes of Qualifying Exigency Leave and Military Caregiver Leave, means a biological, adopted or foster child; stepchild; legal ward; or a child for whom the person stood in loco parentis, and who is of any age.

"Domestic partner" has the same meaning as defined in Section 297 of the Family Code.

"Grandchild" means a child of the colleague's child.

“Grandparent” means a parent of the colleague’s parent.

“Parent,” for purposes of this policy, means a biological, adoptive, step or foster parent, a parent-in-law, a legal guardian, or any other individual who stood in loco parentis to the person when the person was a child. For Qualifying Exigency Leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as specified in California Unemployment Code Section 3302.2.

“Parent-in-law” means the parent of a spouse or registered domestic partner.

“Sibling” means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

“Spouse” means a husband or wife. Husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under federal or state law in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

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

(1) Inpatient care (including, but not limited to, substance abuse treatment) in a hospital, hospice or residential medical care facility, including any period of incapacity (that is, inability to work, attend school or perform other regular daily activities) or any subsequent treatment in connection with this inpatient care; or

(2) Continuing treatment (including, but not limited to, substance abuse treatment) by a health care provider that includes one or more of the following:

- a. A period of incapacity (that is, inability to work, attend school or perform other regular daily activities due to a serious health condition, its treatment or the recovery that it requires) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves treatment two or more times via an in-person visit to a health care provider, or at least one visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.
- b. Any period of incapacity or treatment for incapacity due to a chronic serious health condition that requires periodic visits to a health care provider, continues over an extended period of time and may cause episodic incapacity.

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

Serious health condition for purposes of this policy does not include any period of incapacity due to pregnancy, childbirth, or related medical conditions, which are covered under BRP's pregnancy disability leave policy.

"Qualifying Exigency Leave" includes leave related to a covered active duty or call to covered active duty of a colleague's spouse, domestic partner, child, parent (defined to include a parent-in-law for purposes of Qualifying Exigency Leave) in the Armed Forces of the United States, for the following purposes:

- (1) Activities undertaken within seven calendar days from the date that a spouse, domestic partner, child, or parent has been notified of an impending call or order to covered active duty in the Armed Forces of the United States to address any issue that arises from the call or order.
- (2) Attendance in either or both of the following:
  - a. An official ceremony, program, or event sponsored by the military that is related to the covered active duty or call to covered active duty of the spouse, domestic partner, child, or parent.
  - b. A family support or assistance program and informational briefing sponsored or promoted by the military, military service organizations, or the American Red Cross that is related to the covered active duty or call to covered active duty of the spouse, domestic partner, child, or parent.
- (3) Any of the following activities related to the biological, adopted, or foster child, stepchild, legal ward, or child for whom the spouse, domestic partner, child, or parent in the Armed Forces of the United States stands in loco parentis, who is either not more than 18 years of age or, if equal to or more than 18 years of age, is incapable of self-care because of a disability at the time that the paid leave is to commence:
  - a. Arranging for alternative childcare for the child when the covered active duty or call to covered active duty of the spouse, domestic partner, child, or parent in the Armed Forces of the United States necessitates a change in the existing childcare arrangement.
  - b. Providing childcare for the child on an urgent, immediate need basis when the need to provide this care arises from the covered active duty or call to covered active

duty of the spouse, domestic partner, child, or parent in the Armed Forces of the United States.

- c. Enrolling or transferring the child to a new school or day care facility when enrollment or transfer is necessitated by the covered active duty or call to covered active duty of the spouse, domestic partner, child, or parent in the Armed Forces of the United States.
  - d. Attending meetings with staff at the child's school or day care facility, including, but not limited to, meetings with school officials regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors, when these meetings are necessary due to circumstances arising from the covered active duty or call to covered active duty of the spouse, domestic partner, child, or parent in the Armed Forces of the United States.
- (4) To make financial and legal arrangements for either or both of the following purposes:
- a. Making or updating financial or legal arrangements to address the absence of the spouse, domestic partner, child, or parent in the Armed Forces of the United States while on covered active duty or call to covered active duty, including, but not limited to, preparing and executing financial and healthcare powers of attorney, transferring bank account signature authority, enrolling in the Defense Enrollment Eligibility Reporting System (DEERS), obtaining military identification cards, or preparing or updating a will or living trust.
  - b. Acting as the representative of the spouse, domestic partner, child, or parent in the Armed Forces of the United States before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the spouse, domestic partner, child, or parent in the Armed Forces of the United States is on covered active duty or call to covered active duty, and for a period of ninety days following the termination of the covered active duty.
- (5) Attending counseling provided by someone other than a health care provider, for oneself, for the spouse, domestic partner, child, or parent in the Armed Forces of the United States, or for the biological, adopted, or foster child, a stepchild, or a legal ward of the spouse, domestic partner, child, or parent in the Armed Forces of the United States, or a child for whom this person stands in loco parentis, who is either not more than 18 years of age, or equal to or more than 18 years of age and incapable of self-care because of a disability at the time that paid family leave is to commence, provided that the need for counseling arises from the covered active duty or call to covered active duty of the spouse, domestic partner, child, or parent in the Armed Forces of the United States.
- (6) Accompanying a spouse, domestic partner, child, or parent in the Armed Forces of the United States while that individual is on short-term, temporary, rest and recuperation leave during the period of deployment in a foreign country, provided that any leave taken for this purpose is for not more than 15 calendar days beginning on the date of commencement for the rest and recuperation leave.

(7) Attending arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of the covered active duty of the spouse, domestic partner, child, or parent in the Armed Forces of the United States.

(8) Addressing issues that arise from the death of the spouse, domestic partner, child, or parent in the Armed Forces of the United States while on covered active duty status, including meeting and recovering the body of the spouse, domestic partner, child, or parent in the Armed Forces of the United States, making funeral arrangements, and attending funeral services.

(9) Any of the following activities related to the parent of the spouse, domestic partner, child, or parent in the Armed Forces of the United States while the parent of the spouse, domestic partner, child, or parent in the armed forces during covered active duty is incapable of self-care by requiring active assistance or supervision over daily self-care in three or more of the activities of daily living or instrument activities of daily living:

- a. Arranging for alternative care for the parent of the spouse, domestic partner, child, or parent in the Armed Forces of the United States when the covered active duty or call to covered active duty of the spouse, domestic partner, child, or parent in the Armed Forces of the United States necessitates a change in the existing care arrangement for the parent.
- b. Providing care for the parent who is incapable of self-care on an urgent, immediate need basis when the need to provide this care arises from the covered active duty or call to covered active duty of the spouse, domestic partner, child, or parent in the Armed Forces of the United States.
- c. Admitting or transferring the parent to a care facility when admission or transfer is necessitated by the covered active duty or call to covered active duty of the spouse, domestic partner, child, or parent in the Armed Forces of the United States.
- d. Attending meetings with staff at the parent's care facility, including, but not limited to, meetings with hospice or social service providers of the parent of the spouse, domestic partner, child, or parent in the Armed Forces of the United States when these meetings are necessary due to circumstances arising from the covered active duty or call to covered active duty of the spouse, domestic partner, child, or parent in the Armed Forces of the United States.

For purposes of this subdivision, "activities of daily living" include adaptive activities, such as caring appropriately for one's grooming and hygiene, bathing, dressing, and eating. Instrumental activities of daily living include, but are not limited to, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, and using a post office.

(10) Any other activities to address other events that arise out of the covered active duty or call to covered active duty of the spouse, domestic partner, child, or parent in the Armed Forces of the United States, provided that the employer and colleague agree that this leave shall qualify as an exigency, and agree to both the timing and duration of this leave.

“Covered Active Duty” means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

“Covered Servicemember” means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties; or (2) a person who, during the five years prior to the treatment necessitating the leave, served in the active military, Naval or Air Service, and who was discharged or released under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009, and March 8, 2013, is excluded.

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

### **Requesting Leave**

A colleague who requests leave for the serious health condition of the colleague’s child, parent, grandparent, grandchild, sibling, spouse or registered domestic partner, must provide written certification to the extent permitted by law to BRP from the health care provider of the individual requiring care, which states:

- (1) the date on which the serious health condition commenced;
- (2) the probable duration of the condition;
- (3) an estimate of the amount of time that the health care provider believes the colleague needs to care for the individual requiring the care; and
- (4) that the serious health condition warrants the participation of the colleague to provide care during the period of treatment or supervision of the individual requiring care.

A colleague who requests leave for his or her own serious health condition must provide written certification to the extent permitted by law to BRP from his or her health care provider which states:

- (1) the date on which the serious health condition commenced;
- (2) the probable duration of the condition;
- (3) that the colleague is unable to perform the function of the colleague's position (including a statement of the essential functions the colleague is unable to perform) or must be absent from work for medical treatment.

#### **Leave Details**

Eligible colleagues may be granted up to a total of twelve (12) work weeks of CFRA leave during any rolling twelve (12) month period (measured backward from the date of any CFRA leave usage). In any situation, the length of leave granted will be only for that period of time reasonably necessary to attend to the CFRA situation and will not exceed twelve (12) work weeks. In the case in which BRP employs both parents who are eligible for leave under this policy, each parent may take a leave not to exceed twelve (12) work weeks for the birth, adoption or foster care of their child within a twelve (12) month period.

A colleague returning from an approved CFRA leave of absence that does not exceed the maximum eligible length of such leave will be reinstated to his or her original or equivalent position with no loss in seniority or benefits that accrued prior to the leave of absence. If, however, due to business reasons, the original or equivalent position ceased to exist during the leave period, and, had the colleague not taken the leave, the colleague would not otherwise have been employed at the time reinstatement is requested, the colleague will not be reinstated at the end of his or her leave period.

During an approved leave under the CFRA, California's Pregnancy Disability Leave law (and, if applicable under the FMLA), BRP shall continue to provide medical coverage to the colleague under its group health plan at the level and under the same conditions that coverage would have been provided by BRP if the colleague had been continuously employed. The colleague will remain personally responsible for paying the colleague's portion of the insurance premium during this time, including the colleague's portion of dependent coverage, if any. A colleague's failure to pay premiums in a timely manner may result in a COBRA notice. If the colleague fails to return to work for at least thirty (30) days following the expiration of leave under this policy, the colleague may be required to reimburse BRP for the group health insurance premiums paid for by BRP on behalf of the colleague, unless the colleague's failure to return is caused by the continuation, recurrence, or onset of a serious health condition that entitles the colleague to leave under this policy or circumstances beyond the colleague's control.

During leave pursuant to this policy, the colleague shall retain colleague status with BRP and the leave shall not constitute a break in service. A colleague returning from leave shall return with no less service time credit than the colleague had when the leave commenced. Except, as specifically provided under this policy, a colleague shall not accrue service time or benefits during the period when they are on leave. Service time and benefits may accrue during the portion of the leave, if any, that the colleague is paid (including payment of BRP accrued vacation or sick time), in accordance with BRP's policies governing paid leaves.

Any colleague who desires to take a CFRA leave must submit a written request to BRP, specifying the date on which the leave will commence and the estimated duration of the leave. If the colleague's need for leave is foreseeable, the colleague must provide BRP with reasonable advance notice of the need for the leave of at least thirty (30) days' notice. If the need for the leave is due to planned medical treatment or supervision, the colleague must use all reasonable efforts to schedule the treatment or supervision to avoid disruption to BRP's operations.

BRP must receive CFRA extension requests at least five (5) working days before the date on which the colleague was originally scheduled to return to work. The request must include the revised anticipated date(s) of the additional CFRA leave.

A colleague must elect to use any accrued Paid Time Off during the leave until the colleague exhausts all PTO benefits. If the CFRA leave is for the colleague's own serious health condition, the colleague must use accrued sick and/or PTO during the leave, after which the leave will be unpaid and the colleague will not accrue additional PTO/sick time. The use of such accrued benefits does not extend the period of the approved leave of absence. Colleagues receiving disability pay, or Paid Family Leave from the State of California, are not required to use their vacation time or paid sick time while receiving disability/PFL benefits but may do so to supplement their income.

As a condition of the colleague returning from a leave taken because of the colleague's own serious health condition, BRP may require medical certification and/or recertification from his or her health care provider that the colleague is able to resume work with or without reasonable accommodation. BRP will consider colleagues who do not return to work at the end of their authorized leave and who do not obtain an approved CFRA extension, and/or do not request an extension of leave under another leave statute such as an accommodation under the Americans with Disabilities Act or the Fair Employment and Housing Act, as having resigned voluntarily.

BRP will coordinate work-related injuries or illnesses with CFRA, FMLA, and Workers' Compensation according to BRP's Workers' Compensation Plan provisions, and any other benefits provided to the colleague in an effort to minimize the leave's impact. Workers' Compensation benefits will be coordinated in such a manner that colleagues will receive no more than regular earnings from all sources.

The leave duration, benefits availability, the opportunity for reinstatement, and other privileges associated with this leave are limited to applicable state and federal law requirements. Colleagues should not infer express or implied contractual rights from this policy.

Colleagues should contact Human Resources prior to taking a leave to ensure complete understanding of this policy and obligations regarding the leave.

#### **PAID TIME OFF**

BRP recognizes that time away from work contributes to the overall well-being of its colleagues. This policy is designed to support the physical, emotional, and spiritual needs of its colleagues by providing paid time away from work. Refer to the Paid Time Off (PTO) section of the main BRP Handbook for details on the policy for both non-exempt and exempt colleagues.



## **Required Use of Sick Leave and Vacation Before Unpaid Leave**

Colleagues are required to take accrued sick leave and PTO before taking unpaid leave or having unpaid absences. In certain circumstances, to the extent permitted by law, the Company may require colleagues to use accrued paid leave while taking FMLA/CFRA leave unless the colleague is receiving benefits under a disability plan.

### **CALIFORNIA SICK LEAVE**

BRP recognizes that colleagues may need time off from work for the colleague's own health condition, a family member's health condition, or the health condition of a person whose close association with the colleague is a family relationship, because the colleague is a victim of domestic assault, sexual violence, or stalking. BRP has established paid sick leave in accordance with the requirements of the California Healthy Workplaces, Healthy Families Act of 2014 and other local ordinances in the state.

#### **I. Eligibility**

Any colleague who has worked at BRP for 30 or more days within a year from the date of hire is eligible to accrue paid sick leave in the manner described in this policy. The policy applies to any non-exempt full-time, part-time, and temporary colleagues.

#### **II. Accrual of Sick Leave**

Except for those colleagues who work in a California jurisdiction with differing requirements (including, for example, the cities of Los Angeles, San Francisco, Oakland, Berkley, Santa Monica), 24 hours of sick leave will be provided at the time of hire and then at the beginning of each calendar year (subject to the accrual cap below).

#### **III. Use of Paid Sick Leave**

Colleagues may use accrued paid sick leave beginning on their 90th day of employment. For those colleagues who have been employed for at least 90 days, the maximum sick leave provided per year may be used at any time during the calendar year, including at the beginning of each calendar year.

Colleagues may use this paid sick leave for diagnosis, care, or treatment of an existing health condition of, or preventative care for, the colleague or the colleague's "eligible family member" a person whose close association with the colleague is a family relationship. Colleagues may also use paid sick leave pursuant to BRP's leave of absence policy for victims of domestic violence, sexual assault, or stalking. The use of paid sick leave for other purposes (such as vacation, or "personal days") is prohibited. Colleagues must use paid sick leave in increments of at least one hour.

Eligible family members include any of the following persons related to the colleague: (1) a child of any age (including biological, adopted, stepchild, foster, legal ward, or a child to whom the colleague stands in loco parentis), (2) a parent (biological or adoptive), stepparent, foster parent,

legal guardian of the colleague or colleague's spouse/registered domestic partner, or a person who stood in loco parentis when the colleague was a minor child; (3) a spouse or a registered domestic partner; (4) a grandparent; (5) a grandchild; (6) a sibling; (7) an individual related by blood or affinity whose close relationship with the colleague is the equivalent of a family relationship. Colleagues working in the city of San Francisco, please check with Human Resources regarding additional categories of eligible family members and regarding how sick leave is calculated in San Francisco.

A colleague may use all of their sick leave which must be provided under state law or local ordinance to care for a family member as described above. In addition, a colleague may use one-half of their sick leave in excess of the amount of Paid Sick Leave required under state or local law to care for a family member, including 1) a child of any age (including biological, adopted, stepchild, foster, legal ward, or a child to whom the colleague stands in loco parentis), (2) a parent (biological or adoptive), stepparent, foster parent, legal guardian of the colleague or colleague's spouse/registered domestic partner, or a person who stood in loco parentis when the colleague was a minor child; (3) a spouse or a registered domestic partner; (4) a grandparent; (5) a grandchild; or (6) a sibling. The colleague and not the employer has the right to designate whether the sick leave is being used for themselves or for kin care and the colleague is expected to designate which they are using at the time the colleague requests the time off.

Colleagues may carry over unused sick leave days from year to year, subject to a 48 hour accrual cap. Please check with Human Resources to determine whether there is a separate policy for your specific jurisdiction.

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

#### **IV. Notification to Company**

Colleagues requesting time off under this policy should provide as much advance notice as possible. If the need for sick leave is unforeseeable, the colleague shall provide notice of the need for leave as soon as practicable. Notice should be given by contacting your leader via phone, text or e-mail as soon as practicable. Sick leave absences must also be reported through BRP's timekeeping system.

#### **V. Compensation for Sick Leave**

Except where otherwise required, eligible colleagues will receive pay at their regular rate of pay for the week in which any sick leave is taken. If the colleague in the 90 days of employment before taking sick leave had different hourly pay rates, was paid by commission or piece rate, or was a non-exempt salaried colleague, then the sick leave rate of pay will be calculated by dividing the colleague's total wages, not including overtime premium pay, by the colleague's total hours worked in the full pay periods of the prior 90 days of employment, except where a different

calculation is required. Payment for sick leave taken by an colleague will be paid no later than the payday for the next regular payroll period after the sick leave was taken.

#### **VI. Cessation of Employment and Re-Hire**

Unused sick time will not be cashed out at the end of each year or at termination of employment, resignation, retirement or other separation from BRP, whether voluntary or involuntary. If a colleague separates from employment with BRP (whether voluntarily or involuntarily) and is re-hired by BRP within one year, any previously accrued and unused sick leave will be reinstated and be made available for immediate use.

The amount of your accrued and unused sick pay (i.e. the sick leave available for use) will appear on each paystub or wage statement which colleagues can access and print 24 hours a day through BRP's payroll system. Please review the statement for accuracy and immediately contact the Human Resources Department if you have questions regarding the statement.

#### **VII. No Retaliation**

BRP will not tolerate retaliation against a colleague who exercises his/her rights under this Paid Sick Leave policy. If you believe you have been retaliated against for exercising your rights under this policy, you should contact Human Resources immediately.

### **LACTATION ACCOMMODATION**

Colleagues of BRP have the right to request lactation accommodation. Upon request, BRP will provide a reasonable amount of break time to accommodate an colleague desiring to express breast milk for the colleague's infant child each time the colleague has a need to express milk unless to do so would seriously disrupt operations of the business. Colleagues needing breaks for lactation purposes may use ordinary paid rest breaks or may take other reasonable break time when needed. The lactation break time, if possible, should run concurrently with scheduled rest breaks and meal periods already provided to the colleague. If the lactation break time cannot run concurrently with rest and meal periods already provided or additional time is needed for the colleague, the lactation break time will be unpaid. Where unpaid breaks or additional time are required, the colleague should work with their leader or Human Resources regarding scheduling and reporting the extra break time as unpaid.

Because exempt colleagues receive their full salary during weeks in which they work and they are not normally required to identify break and meal times, all exempt colleagues who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

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

The area will be (1) safe, clean, and free of toxic/hazardous materials, (2) contain a surface to place a breast pump and personal items, (3) contain a place to sit, (4) free from intrusion and only to be used for lactation purposes while a colleague expresses milk and (5) have access to electricity. Colleagues will also have access to a sink with running water and a refrigerator in close proximity to the colleague's workspace.

A colleague may request a lactation accommodation by contacting Human Resources. At the time of the request for lactation accommodation, or upon requesting parental leave, the colleague should receive a copy of this policy from Human Resources. It is helpful if you contact Human Resources during your pregnancy or before you return to work to identify your need for a lactation area. Any request for lactation accommodation will be responded to within five (5) business days. BRP will engage in an interactive process with any colleague requesting a lactation accommodation to determine the appropriate breaks and lactation location. If for any reason, BRP cannot provide break time or a location that complies with this policy, BRP will provide a written response explaining its decision to the colleague.

BRP maintains records of requests for lactation accommodation for three years from the date of the request. You may reasonably request the right to inspect or copy these records pursuant to the terms of the California Labor Code.

A colleague has the right to file a complaint with the California Labor Commissioner for any violation of their rights under the California Labor Code relating to a request for lactation accommodation. No colleague will be retaliated against for requesting or using a lactation accommodation. If any colleague believes they are being retaliated against for requesting or using a lactation accommodation, please contact Human Resources immediately to report the issue.

#### **SAN FRANCISCO PAID PARENTAL LEAVE**

Qualifying colleagues seeking time off for baby bonding in San Francisco may be eligible for compensation supplemental to Family Temporary Disability Insurance. Colleagues requesting time off for baby bonding should call the Human Resources for more information.

#### **SAN FRANCISCO FAMILY FRIENDLY WORKPLACE ORDINANCE**

Colleagues in San Francisco who have six or more months of service and who work at least eight hours per week may request a flexible work arrangement to accommodate their caregiving responsibilities for (1) a child, (2) a parent age 65 or older; or (3) a spouse, registered domestic partner, parent, child sibling, grandparent, or grandchild with a serious health condition. An eligible colleague may make up to two requests for accommodation per year, but may make an additional request following the birth or adoption of a child and/or an increase in the colleague's caregiving responsibilities for a family member with a serious health condition.

A requested accommodation could include an alternative work schedule, telecommuting, job sharing, part-time work, or any other type of flexible work arrangement. The request must be made in writing, and must detail the accommodation requested and how that accommodation relates to the colleague's caregiving responsibilities. The request must also state the proposed commencement and duration for the requested accommodation.

Upon receiving an eligible request, BRP will consider the request as required by law. BRP may require verification of caregiving responsibilities as part of the request. For more information, call Human Resources.

### **CALIFORNIA PAID FAMILY LEAVE (PFL)**

The State of California provides paid leave under the California Paid Family Leave Act (PFL). This paid time off is not a protected leave, but it provides partial wage replacement benefits to eligible colleagues, for up to a maximum of eight weeks, to:

- (1) Care for or to bond with an colleague's or domestic partner's child after birth, or placement for adoption or foster care; or
- (2) Care for a seriously ill colleague's child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner; or
- (3) Due to a qualifying military event arising out of the overseas military deployment of the colleague's family member (defined to include a spouse, registered domestic partner, parent or child's military deployment in a foreign country); a qualifying military event may include making financial arrangements, child or parental care arrangements, attending a military sponsored event, or assisting a military family member during Rest and Recuperation/

The PFL program is not administered by BRP; it is available to California colleagues and administered through the California State Disability Insurance (SDI) program. It allows eligible colleagues to receive compensation for lost wages, for up to eight (8) weeks in a twelve month period, if you take time off work to provide care for a seriously ill child, spouse, parent, grandparent, grandchild, parent-in-law, or domestic partner, or to bond with a new child.

Despite its name, the PFL is not a "leave" program; it does not provide you with any entitlement to leave and it does not protect your job while you are out on leave. You may not be eligible for PFL benefits if you are receiving State Disability Insurance, Unemployment Compensation Insurance, or Workers' Compensation benefits.

Paid Family leave is administered through the California Employment Development Department (EDD). Please contact the EDD for additional information. <https://edd.ca.gov/>  
To contact a Paid Family Leave (PFL) representative or to use the PFL Automated Phone Information System:

English: 1-877-238-4373

Spanish: 1-877-379-3819

Cantonese: 1-866-692-5595

Vietnamese: 1-866-692-5596

Armenian: 1-866-627-1567

Punjabi: 1-866-627-1568

Tagalog: 1-866-627-1569

California Relay Service (711): Provide the PFL number (1-877-238-4373) to the operator

TTY: 1-800-445-1312

Additional information on the Paid Family Leave program is available through the EDD at 877-BE-THERE for English or at 877-379-3819 for Spanish or by visiting [www.edd.ca.gov/direp/pflind.asp](http://www.edd.ca.gov/direp/pflind.asp)

or at [https://edd.ca.gov/pdf\\_pub\\_ctr/de2530.pdf](https://edd.ca.gov/pdf_pub_ctr/de2530.pdf).

For information concerning State Disability Insurance Benefits, contact the Employment Development Department of the State of California, which administers the S.D.I. program. To contact a DI representative or to use the DI Automated Phone Information System:

English: 1-800-480-3287

Spanish: 1-866-658-8846

California Relay Service (711): Provide the DI number (1-800-480-3287) to the operator

TTY: 1-800-563-2441

## **OTHER LEAVE LAWS**

### Leave for Victims of Felony Crimes

To the extent required by law, colleagues who are victims of certain, specified felony crimes, or who are immediate family members of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim, may receive unpaid time off from work to attend judicial proceedings related to that crime. To take this leave, the colleague must provide BRP in advance with a copy of the notice of the proceeding.

If advanced notice is not possible, the colleague must provide BRP with the following certification upon returning back to work: (1) a police report showing that the colleague was a victim of an offense specified in California Labor Code Section 230.5(a); (2) a court order protecting the colleague from the perpetrator or other evidence from the court or prosecuting attorney that the colleague appeared in court relating to an offense specified in California Labor Code Section 230.5(a); or (3) documentation from a medical professional, domestic violence or sexual assault victim advocate, health care provider, or counselor showing that the colleague's absence was due to treatment for injuries or abuse resulting in victimization from an offense specified in California Labor Code Section 230.5(a).

The colleague may choose to use any accrued personal time off or sick leave, if available, for an absence described above.

### Leave for Victims of Domestic Violence and Sexual Assault and/or other Crimes

Colleagues who are victims of domestic violence, sexual assault and stalking or other crimes as identified in Labor Code Sections 230 and 230.1 are eligible for unpaid leave.

For purposes of this policy and pursuant to California Labor Code Sections 230 and 230.1, "victim" is defined as:

- a victim of stalking, domestic violence, sexual assault;
- a victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury;
- A person whose immediate family member is deceased as the direct result of a crime.

For purposes of this policy and pursuant to California Labor Code Sections 230 and 230.1, "Immediate family member" means:

- a biological, adoptive, or foster parent, stepparent, or legal guardian of an colleague or an colleague's spouse or domestic partner, or a person who stood *in loco parentis* when the colleague or the colleague's spouse or domestic partner was a minor child;
- a biological, adoptive, or foster child, stepchild, or legal ward of an colleague or an colleague's spouse or domestic partner, a child to whom the colleague stands *in loco parentis* or a person to whom the colleague stood *in loco parentis* when the person was a minor;
- A person to whom the colleague is legally married under the laws of any state, or a domestic partner of an colleague as registered under the laws of any state or political subdivision;
- A biological, foster, or adoptive sibling, a stepsibling, or a half-sibling;
- Any other individual whose close association with the colleague is the equivalent of a family relationship described immediately above.

An colleague may take protected leave pursuant to this policy if the colleague has been a victim of a crime or public offense wherever it may have taken place that would constitute a misdemeanor or a felony if the crime had been committed in California by a competent adult. It does not matter whether any person is arrested for, prosecuted for, or convicted of, committing the crime."

In addition to the above, a colleague may request leave for the following purposes:

- To seek medical attention for injuries caused by crime or abuse.
- To obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse.
- To obtain psychological counseling or mental health services related to an experience of crime or abuse.
- To participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

Although the leave is generally unpaid, colleagues can use their paid sick time under California's Healthy Workplaces, Healthy Families Act for the purposes described below and colleagues may also use their vacation, personal leave or other compensatory time off for these purposes.

You may also request leave if you are involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure your health, safety or welfare, or that of your child. Please provide reasonable advance notice of the need for leave unless advance notice is not feasible. Contact the HR Department for more information.

If you are requesting leave pursuant to this policy, you must provide any of the following for certification purposes:

- A police report indicating that the colleague was a victim.
- A court order protecting or separating the colleague from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the colleague has appeared in court.
- Documentation from a licensed medical professional, domestic violence counselor, ... sexual assault counselor, ... victim advocate, licensed health care provider, or counselor

that the colleague was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse.

- Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the colleague, or an individual acting on the colleague's behalf, certifying that the absence is for a purpose authorized under [California Labor Code Section 230] or under Section 230.1.

Colleagues who are victims of domestic violence, sexual assault or stalking and need a reasonable accommodation for their safety at work should contact the Human Resources Department and discuss the need for an accommodation. If you are requesting such a reasonable accommodation, you will need to submit a written statement signed by you, or by an individual acting on your behalf, certifying that the accommodation is for the purpose of your safety at work.

For reasonable accommodation requests, BRP will also require certification demonstrating that you are the victim of domestic violence, sexual assault or stalking. Any of the forms of certification described above for leave purposes will suffice. BRP may request recertification every six months from the date of the previous certification. You should notify BRP if an approved accommodation is no longer needed.

BRP will engage in an interactive process with the colleague to identify any possible accommodations that are effective and will make reasonable accommodations unless an undue hardship will result.

BRP will, to the extent allowed by law, maintain the confidentiality of an colleague requesting leave or accommodation under these provisions.

#### Bone Marrow And Organ Donation Leave

BRP shall grant to a colleague who resides in California and has been employed for at least 90 days before the bone marrow or organ donation leave begins, the following *paid* leaves of absence to assist with organ or bone marrow donation:

A leave of absence not exceeding 30 business days to a colleague who is an organ donor in any one-year period, for the purpose of donating his or her organ to another person.

A leave of absence not exceeding five business days to a colleague who is a bone marrow donor in any one-year period, for the purpose of donating his or her bone marrow to another person.

An additional *unpaid* leave of absence, not exceeding 30 business days in a one-year period, to a colleague who is an organ donor, for the purpose of donating the colleague's organ to another person.

The one year period is measured from the date the colleague's leave begins and shall consist of 12 consecutive months.

A. In order to receive a leave of absence pursuant to this policy a colleague shall provide written verification to Human Resources that the colleague is an organ or bone marrow



donor and that there is a medical necessity for the donation of the organ or bone marrow.

B. Any period of time during which a colleague is required to be absent from the colleague's position by reason of being an organ or bone marrow donor will not be considered a break in the colleague's continuous service for the purpose of the colleague's right to salary adjustments, PTO, annual leave, or seniority. During any period that a colleague takes leave under this policy, BRP will maintain and pay for coverage under any group health plan, for the full duration of the leave in the same manner the coverage would have been maintained if the colleague had been actively at work during the leave period.

C. BRP may require as a condition of a colleague's initial receipt of bone marrow or organ donation leave that the colleague take up to five days of earned but unused sick or PTO leave for bone marrow donation and up to two weeks of earned but unused sick or PTO leave for organ donation.

D. Notwithstanding existing law, bone marrow and organ donation leave shall not be taken concurrently with any leave taken pursuant to the federal Family and Medical Leave Act or the California Family Rights Act.

E. Leave provided for pursuant to this section may be taken in one or more periods.

F. Upon expiration of a leave authorized by this policy, BRP will restore the colleague to the position held by the colleague when the leave began or to a position with equivalent seniority status, colleague benefits, pay, and other terms and conditions of employment. BRP may decline to restore a colleague as required in this section because of conditions unrelated to the exercise of rights under this part by the colleague.

#### Suspended Child Leave

Under state law, a colleague who is a parent or guardian of a child who has been suspended from school must be allowed unpaid time off if requested to appear at the school. If you require time off for this purpose, you must provide reasonable notice to your leader. In agreement with California Labor Code Section 230.7, no discriminatory action will be taken against a colleague who takes time off for this purpose. For more information please contact your leader or the Human Resources Department.

#### Unpaid Family School Partnership Leave

BRP encourages its colleagues to be involved in the education of their children. Parents, guardians, stepparents, foster parents, grandparents, or a person who stands in loco parentis of school age children (K-12), or children who attend a licensed day care provider, are eligible for up to forty (40) hours of unpaid leave each school year, not to exceed eight hours in any calendar month of the year, to participate in school-related activities of their children, provided the following criteria are met.

The time off must be to find, enroll, or reenroll the child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider.

The time off may also be for the purposes of addressing a child care provider or school emergency. An emergency means that a colleague's child cannot remain in a school or with a child care provider due to one of the following: (a) the school or child care provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or child care provider; (b) behavioral or discipline problems; (c) closure or unexpected unavailability of the school or child care provider, excluding planned holidays; (d) a natural disaster, including but not limited to fire, earthquake or flood.

The colleague must personally notify his/her leader as soon as the colleague learns of the need for the planned absence. Colleagues will be denied time off if they do not provide their leaders with adequate notice. BRP may require verification of the school-related activity on a specific date and at a particular time. Colleagues are requested to schedule individually-scheduled activities, such as parent/teacher conferences, during non-work hours. Colleagues who request leave for unauthorized purposes will be subject to discipline, up to and including termination.

A colleague taking time off under this policy must use existing accrued paid time off for the purposes of the absence. If no accrued paid time off is available, the colleague may use time off without pay to the extent made available by BRP.

If more than one parent of a child is employed by BRP at the same worksite, the leave entitlement will be granted to the parent who first gives notice to BRP.

#### Leave For Civic Duties

**Jury Duty:** Under California law, colleagues may take time off of work to serve as required by law on a jury. Colleagues must provide reasonable notice to their leader or human resources that the colleague is required to serve, prior to taking the time off. Colleagues may be asked to provide evidence of service. Colleagues are expected to return to work as soon as service as a juror is completed.

**Witness Duty:** If a colleague receives a subpoena to appear in court, the colleague must notify their leader immediately. Employer may be asked to provide a copy of the subpoena. Colleagues are expected to return to work as soon as service as a witness is completed.

**Election Officer:** Any colleague who serves as an election officer on Election Day may take unpaid leave for such service. Any colleague who wishes to take leave under this policy must provide reasonable notice to their leader, and must provide their leader with written verification of their service as an election officer.

### Time Off For Literary Assistance

Under state law, a colleague who discloses a problem with literacy and who requests assistance in enrolling in an adult literacy education program will receive assistance from their employer, as long as this will not cause undue hardship to the employer. An employer's duty to accommodate may include providing the colleague with locations of local literacy education programs or arranging for the literacy education provider to visit the job site. Employers are not required to pay the colleague for absences from work because of the colleague's participation in an adult literacy program.

### Military Reserve Leave

Members of the reserve forces of the U.S. military, naval forces, or the California National Guard, may take up to 17 calendar days per year of unpaid leave, including travel time, to engage in military training and/or duties.

### Military Family Leave

To be eligible for a Military Spouse Leave, a colleague must be (1) regularly scheduled to work, an average of twenty (20) hours per week and (2) the spouse (or registered domestic partner) of a "qualified member" of the United States Armed Forces, National Guard or Reserves, who is on leave from deployment during a "period of military conflict."

Eligible colleagues may take up to ten (10) days unpaid leave. Colleagues may utilize accrued PTO during the leave.

An eligible colleague must (i) notify his or her leader in writing of the intent to take a Military Spouse Leave within two (2) business days of being notified that his or her spouse (or registered domestic partner) will be on leave from deployment and (ii) provide his or her leader with written documentation certifying that the colleague's spouse (or registered domestic partner) will be on leave from deployment during the period the colleague is requesting leave.

Any request to extend the leave beyond ten days must be approved by the colleague's leader and will be treated as a request for planned vacation and must be approved by the colleague's leader. Approval of requests to extend the leave beyond ten days will be subject to BRP's ability to provide alternative coverage and/or its operational needs.

### **Definitions**

Qualified Member – means (i) a member of the United States Armed Forces who has been 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 (ii) a member of the National Guard or Reserves who has been deployed anywhere during a "period of military conflict."

Period of Military Conflict – means either a period of war declared by the United States Congress or a period of deployment for which a member of a reserve component of the military is ordered to active duty either by the Governor or the President of the United States.

This policy is intended to comply with and will be interpreted in accordance with California Military & Veterans Code §395.10 and all applicable regulations. To the extent this policy may conflict with such laws and regulations, those laws and regulations will control.

Leave under this policy will be unpaid and will run concurrently with FMLA/CFRA leave, to the maximum extent permitted by law.

#### Civil Air Patrol Leave

BRP provides leave to qualifying civilian volunteers in the California wing of the Civil Air Patrol. Colleagues who volunteer as part of the California Wing of the civilian auxiliary of the United States Air Force (known as "Civil Air Patrol") may be entitled to 10 or more days of unpaid leave per calendar year to respond to certain emergency situations when responding to an emergency operational mission of the Civil Air Patrol. To be eligible for such leave, a colleague must have been employed for at least a 90-day period immediately preceding the commencement of leave.

Time off to serve in the Civil Air Patrol is unpaid, however, you may choose to use accrued, but unused PTO during this time off. Remember, you should notify your leader as far in advance as possible and please keep in mind that BRP may request a copy of your certification from the Civil Air Patrol or other verification that you were called to duty to serve. If the requisite certification is requested by the employer but the colleague does not provide it, the leave may be denied. If proper certification is provided, no action will be taken against any colleague in any manner for requesting or taking any time off as provided for under this policy.

#### Emergency Services Leave

To the extent required by law, BRP gives time off to colleagues to perform emergency duty or to train as volunteer firefighters, reserve peace officers or as emergency rescue personnel.

A colleague who is a volunteer firefighter, reserve peace officer or volunteers as emergency rescue personnel will be granted leave of absence not to exceed a total of 14 days in any calendar year for the purpose of engaging in training for firefighting, law enforcement or working as emergency rescue personnel. If you need time off for training on account of activities that fall under this policy, you should notify your leader as soon as possible so that arrangements to accommodate your absence may be made.

Time off to serve or train as a volunteer firefighter, reserve peace officer or as emergency rescue personnel is unpaid, however, you may choose to use accrued, but unused PTO during this time off. Remember, you should notify your leader as far in advance as possible and please keep in mind that BRP may request a copy of your call-to-duty orders, training certificates or other verification that you were called to duty to serve or train. No action will be taken against any colleague in any manner for requesting or taking any time off as provided for under this policy.

## **STATE-MANDATED INSURANCE BENEFIT PROGRAMS**

### **State Disability Insurance**

By state law, we are required to deduct a certain amount from your pay to provide State Disability Insurance (S.D.I.). S.D.I. benefits are payable when you cannot work because of illness or injury unrelated to your employment. For information concerning these benefits, contact the Employment Development Department of the State of California, which administers the S.D.I. program.

### **Family Temporary Disability Insurance**

In addition, we are also required to withhold a certain percentage of your wages pursuant to the Family Temporary Disability Insurance Act ("FTDI") in order to fund the Paid Family Care Leave Program (PFL) referenced above. FTDI is another disability benefits program that is administered by California's Employment Development Department which allows eligible colleagues to receive compensation for lost wages, for up to eight (8) weeks in a twelve month period to:

- Care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner.
- Bond with a new child entering the family by birth, adoption, or foster care placement.
- Participate in a qualifying event because of a family member's (spouse, registered domestic partner, parent, or child) military deployment to a foreign country.

The PFL program is not administered by BRP; it is available to California colleagues and administered through the California State Disability Insurance (SDI) program.

Despite its name, the PFL/FTDI is not a "leave" program; it does not provide colleagues with any entitlement to leave and it does not protect the colleague's job while they are out on leave. Colleagues may not be eligible for FTDI benefits if they are receiving State Disability Insurance, Unemployment Compensation Insurance, or Workers' Compensation benefits.

In addition, you will be required to use up to two (2) weeks of accrued PTO prior to receiving FTDI benefits. You may not be eligible for FTDI benefits if you are receiving State Disability Insurance, Unemployment Compensation Insurance, or Workers' Compensation benefits.

All claims for FTDI benefits must be submitted directly to the Employment Development Department of the State of California. BRP does not process such claims. The Employment Development Department ultimately determines whether you receive FTDI benefits based on the serious health condition of certain family members that require your care.

## **WORKERS COMPENSATION INSURANCE**

Any colleague who suffers a work-related accident or illness may be eligible for Workers' Compensation benefits.

BRP, in accordance with state law, provides insurance coverage for colleagues in case of work-related injury. The workers' compensation benefits provided to injured colleagues may include:

- Medical care;
- Cash benefits, tax free, to replace lost wages; and
- Assistance to help qualified injured colleagues return to suitable employment.

To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to your leader;
- Seek medical treatment and follow-up care if required;
- Complete a written Colleague's Claim for Workers' Compensation Benefits (DWC Form 1) and return it to the HR Department; and
- Provide BRP with a certification from your health care provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from the leave.
- Upon submission of a medical certification that a colleague is able to return to work after a workers' compensation leave, the colleague under most circumstances will be reinstated to his or her same position held at the time the leave began, or to an equivalent position, if available. A colleague returning from a workers' compensation leave has no greater right to reinstatement than if the colleague had been continuously employed rather than on leave. For example, if the colleague on workers' compensation leave would have been laid off had the colleague not gone on leave, or if the colleague's position has been eliminated or filled in order to avoid undermining BRP's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the colleague would not be entitled to reinstatement.

A colleague's return depends on their qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an colleague is unable to perform the essential functions of the job because of a physical or mental disability, BRP's obligations to the colleague may include reasonable accommodation, as governed by the Americans with Disabilities Act and the California Fair Employment and Housing Act.

The law requires BRP to notify the workers' compensation insurance company of any concerns regarding false or fraudulent claims.

## **WORKERS' COMPENSATION AND FAMILY AND MEDICAL LEAVE**

If you are eligible for FMLA and/or CFRA and are on leave due to a workers' compensation injury that meets the definition of "serious health condition," the absence will count towards your family and medical leave. You may be asked to provide a medical certification form to determine if your workers' compensation injury meets the definition of a serious health condition.

### Alcohol and Drug Rehab Leave

BRP will make reasonable accommodations by providing unpaid time off for any colleague who voluntarily enters and participates in a drug or alcohol rehabilitation program, as long as it does not impose an undue hardship on the company. Colleagues participating in a rehabilitation program must use any available accrued sick leave during this period. Colleagues may also use accrued PTO or other paid time off, not to exceed the duration of the program.

This type of time off may also be covered by the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA) if the colleague is otherwise eligible and has a serious health condition. The two leave obligations will run concurrently.

BRP will make reasonable efforts to keep information about a colleague's treatment private.

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