



**NORTHSTAR**  
REGIONAL

# EMPLOYEE HANDBOOK

A primary resource containing essential information about NorthStar Regional and your position of employment.

**NorthStar Regional Human Resources**  
[humanresources@northstarregional.com](mailto:humanresources@northstarregional.com)  
**952.297.8664**

# HANDBOOK DISCLAIMER

This Employee Handbook outlines the personnel policies and procedures of NorthStar Regional and its Professional Employer Organization, G&A Partners. These Policies and Procedures pertain to all employees, including those co-employed by G&A Partners and NorthStar Regional. You will find that the Employee Handbook will answer a number of your questions about everyday working matters, benefits, and issues concerning your relationship with G&A Partners and NorthStar Regional. We encourage you to read the entire Handbook so you can gain an overall understanding of our personnel policies and procedures.

G&A Partners is a Professional Employer Organization (PEO) with clients and worksite employees throughout Texas and other various states. You are an employee of both companies, G&A Partners and NorthStar Regional. As a PEO, we partner with businesses and share certain responsibilities of being an employer. We refer to this as co-employment. As a result, many of the responsibilities once handled by NorthStar Regional will now be handled by G&A Partners. NorthStar Regional handles all of the day-to-day activities related to its core business (operational, financial and business-related decisions regarding services or products as well as provide you with direct supervision and a job assignment). G&A Partners is responsible for administration of payroll, benefits (if sponsored by G&A), federal and state unemployment insurance and certain human resources functions not performed by NorthStar Regional.

The use of "Company" throughout this Handbook refers collectively to NorthStar Regional and G&A Partners.

This Employee Handbook supersedes all previously issued Employee Handbooks and any inconsistent verbal or written policy statements made or issued before this Employee Handbook. Except for the policy of at-will employment, NorthStar Regional reserves the right to revise, delete, and add to the provisions of this Employee Handbook. All such revisions, deletions, or additions must be in writing. No oral statements or representations can change the provisions of this Employee Handbook.

If you have any questions about personnel matters, you are welcome to discuss them with your immediate supervisor or a member of Company management, the Human Resources Department, or any Company officer. We are always looking for suggestions that can improve methods, procedures and working conditions for our employees. Please keep this Handbook in a convenient location for your future reference. NorthStar Regional's and G&A Partners' interpretation of any policy within this Handbook shall prevail.

None of our personnel documents and benefit plans, including this Employee Handbook, constitutes, or is intended to constitute, an express or implied contract guaranteeing continued employment for any employee. No manager or supervisor has any authority to enter into a contract of employment express or implied that changes or alters the at-will employment relationship. Only the President/Owner of the Company or his or her authorized representative has the authority to enter into an employment agreement that alters the at-will employment relationship and any such agreement must be in writing signed by the President/Owner of the Company or his or her authorized representative.

Not all of the Company's policies and procedures are set forth in this Employee Handbook. We have summarized only some of the more important ones. If an employee has any questions or concerns about this Employee Handbook or any other policy or procedure, please ask your supervisor, your Human Resources representative, or another member of management.

Nothing in this Handbook or in any other document or policy is intended to violate any local, state or federal law. Nothing in this Handbook or in any other document or policy is intended to prohibit protected conduct or communications relating to employee wages, hours or working conditions, or any other conduct protected by Section 7 of the National Labor Relations Act. Furthermore, nothing in this Handbook prohibits an employee from reporting concerns, making lawful disclosures, or communicating with any governmental authority about conduct the employee believes violates any

laws or regulations.

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

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## Section 1 - Governing Principles of Employment

### 1-1. Introduction

For employees who are commencing employment with NorthStar Regional ("NorthStar Regional" or "the Company"), on behalf of NorthStar Regional, let us extend a warm and sincere welcome.

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

We hope you agree that you have a great contribution to make to our organization and that you find your employment with us a rewarding experience. We look forward to the opportunity of working together to create a more successful company. We also want your employment with us to be one that is mutually beneficial and gratifying.

We hope you will find satisfaction in your job and take pride in your work.

NSR Leadership Team

### 1-2. Equal Employment Opportunity

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

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

### 1-3. Non-Harassment

It is NorthStar Regional's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or

any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by NorthStar Regional.

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

### **Harassment Defined**

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

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

### **Sexual Harassment Defined**

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

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

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;



11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

## **Reporting Procedures**

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

## **Investigation Procedures**

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

## **Retaliation Prohibited**

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

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

## **1-4. Drug-Free and Alcohol-Free Workplace, & CPRS Policy, HPSP**

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

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

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

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

### CPRS Policy

The CPRS position requires 1 year of consecutive sobriety per Minnesota state law, July 2023.

### HPSP for Staff in Recovery

Staff in recovery who relapse are required to follow and engage with HPSP directives where and when applicable. For certain licensed positions 1 and 2 years free from problematic use is required.

## 1-5. Workplace Violence

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

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

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

### **Prohibited Conduct**

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

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

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable. Reports of threats may

be maintained confidential to the extent maintaining confidentiality does not impede NorthStar Regional's ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

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

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

## 1-6. Employment At-Will

Employment with NorthStar Regional is at-will, unless state law provides otherwise. This means that employment may be terminated for any or no reason, with or without cause or notice at any time by the employee or by the Company. Nothing in this handbook or any oral statement shall limit the right to terminate at-will. This at-will employment policy is the sole and entire agreement between the employee and NorthStar Regional as to the duration of employment and the circumstances under which employment may be terminated. No manager or supervisor has any authority to enter into a contract of employment express or implied that changes or alters the at-will employment relationship. **Only the President/Owner of the Company or his or her authorized representative has the authority to enter into an employment agreement that alters the at-will employment relationship and any such agreement must be in writing signed by the President/Owner of the Company or his or her authorized representative.**

This handbook is not a contract of continued employment, express or implied. At any time, the Company may add, change or rescind any policy or practice at its sole discretion, without any prior notification, with the exception of the at-will policy.

## 1-7. Employee Eligibility and Work Authorization

NorthStar Regional is committed to employing only individuals who are authorized to work in the United States and who comply with applicable immigration and employment law. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States within 72 hours of commencing employment. If the employee cannot verify his or her right to work in the United States within 72 hours of employment, the Company will be required to terminate his/her employment immediately.

## 1-8. Background Checks

To help ensure the security of our employees, customers and property, NorthStar Regional reserves the right to conduct background checks on all applicants and on current employees in certain designated positions and under certain circumstances. The Company may conduct background checks, including checking criminal history, to assist it in evaluating an applicant or employee's suitability for employment, promotion, reassignment or retention. The purpose of performing criminal history checks is to determine and/or confirm, consistent with applicable law, the qualifications and suitability of a job candidate for

the particular position for which the candidate is being considered. This practice will help ensure the safety of the public as well as a safe working environment at NorthStar Regional. When conducting background checks and making employment-related decisions on the basis of information obtained during a background check, the Company will comply with applicable federal, state and local laws.

## 1-9. NSR Training Policy

### **Purpose**

NSR must protect the rights and safety of all clients and staff by ensuring everyone employed by NSR has completed the required training(s) for all licensed programs. Additionally, staff must complete organizational wide training(s) to stay within compliance.

### **Persons Affected**

All staff responsible for completing the required training(s) and Program Directors/supervisors must communicate with their staff about the requirements.

### **Policy**

This policy is enforced to guarantee timely compliance with state, federal, and organizational wide regulations regarding training and licensure.

### Responsibilities

- a. During onboarding HR provides staff with a list of required training(s) per role.
- b. HR and Compliance will update mandatory training as necessary.
  - i. Dates will be provided for completion.
  - ii. If you have completed a requirement elsewhere, please send the certifications or proof to the HR.
- c. If you need more time work with your supervisor to get the training completed.
- d. Failing to meet deadlines is not acceptable and will result in your termination or suspension for not meeting 245G standards.

## 1-10. Reasonable Accommodations & Interactive Dialogue

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

- Disability, meaning any physical, medical, mental, or psychological impairment, or a history or record of such impairment;
- Sincerely held religious beliefs and practices;
- Needs as a victim of domestic violence, sex offenses, or stalking;

- Needs related to pregnancy, childbirth, or related medical conditions; and/or
- Any other reason required by applicable law, unless the accommodation would impose an undue hardship on the operation of our business.

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

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

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

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

As part of the interactive dialogue, NorthStar Regional reserves the right to request supporting documentation, to the maximum extent permitted by applicable law.

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

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

Employees with questions regarding this policy should contact the Head of Human Resources.

## Section 2 - Operational Policies

### 2-1. Employee Classifications

For the purposes of this handbook, all employees fall within one of the classifications below. These classifications may not be the same as required for health care benefits. To determine your eligibility for health care coverage, contact Human Resources.

**Full-Time Employees** - Employees who regularly work at least 30 hours per week who were not hired on a short-term basis.

**Part-Time Employees** - Employees who regularly work fewer than 30 hours per week who were not hired on a short-term basis.

**Short-Term Employees** - Employees who were hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis. Short-Term Employees generally are not eligible for Company benefits but are eligible to receive statutory benefits.

In addition to the above classifications, employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. The employee will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

### 2-2. Your Employment Records

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

Employees should keep their personnel file up to date by informing online employee portal of any changes. Employees also should inform online employee portal of any specialized training or skills they acquire, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach employees in a crisis could cause a severe health or safety risk or other significant problem.

### 2-3. Working Hours and Schedule

NorthStar Regional normally is open for business from 8:00 am to 9:00 pm, Monday through Friday.

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

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

### 2-4. Timekeeping Procedures

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

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

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

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

It is the employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a supervisor, who will attempt to correct legitimate errors.

## 2-5. Overtime & Bonus Pay

When NorthStar Regional experiences periods of extremely high activity, additional work may be required. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations. Employees may work overtime only with prior management authorization. Any non-exempt employee who works overtime without authorization may be subject to disciplinary action, up to and including termination.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) their regular hourly wage for all time worked in excess of 40 hours each workweek, unless otherwise required by applicable law. Overtime pay is calculated based on actual hours worked. Paid time off, holidays, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Monday and ends 168 hours later at 12 a.m. on the following Monday.

If and when annual bonuses are paid to staff, they are based on performance, seniority, & compliance. Other bonuses such as hiring, or retention bonuses detailed in an offer letter will be subject to the offer letter specifications. Bonuses are not guaranteed nor promised otherwise.

## 2-6. Travel Time for Non-Exempt Employees

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

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

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

Non-exempt employees who travel out of town for a one-day assignment will be paid for all travel time, except for, among other things: time spent traveling between the employee's home and the

local railroad, bus or plane terminal; and meal periods.

## **Local Travel**

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

## **Commuting Time**

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

If compensable travel time results in more than 40 hours worked by a non-exempt employee, the employee will be compensated at an overtime rate of one and one-half (1-1/2) times the regular rate.

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

## **2-7. Safe Harbor Policy for Exempt Employees**

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

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

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

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



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

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

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

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

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

## 2-8. Your Paycheck

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

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

If there is an error in any employee's pay, the employee should bring the matter to the attention of your supervisor immediately so the Company can resolve the matter quickly and amicably.

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

## 2-9. Direct Deposit

NorthStar Regional strongly encourages employees to use direct deposit. Authorization forms are available from online employee portal.

## 2-10. Salary Advances

NorthStar Regional does not permit advances on paychecks or against accrued paid time off. Advance pay for vacation must be requested in writing at least two weeks prior to the vacation period.

## 2-11. Performance Review & 90 Day Introductory Period

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

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

### NSR 90 Day Introductory Period

On the first day you report to work, you will begin an Introductory Period to last 90 calendar days. This 90 Introductory Period will be a time for learning about your fellow employees, your direct supervisor and the tasks involved in your job position. We expect you will also become familiar with other relevant information about NSR and our rules or regulations.

Your direct supervisor will work closely with you on all aspects of your training, understanding and responsibilities during this introductory period. We encourage new employees to get to know their fellow co-workers and managers quickly as this tends to help you succeed at NSR.

The Introductory Period is 90 calendar days for all new employees. By successfully completing this introductory period, an employee is not guaranteed continued employment for any term as it is always "at-will" and subject to various conditions. A 90-day evaluation will be given at the end of this period. If the new employee does not meet the performance evaluation criteria, they can and may be dismissed at will.

## 2-12. Job Postings

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

- be a current, regular, full-time or part-time employee;
- have been in current position for at least six (6) months;
- maintain a performance rating of satisfactory or above;
- not be on conduct/performance-related probation or warning;
- meet the job qualifications listed on the job posting; and
- provide their current manager with notice prior to applying for the position.

If employees find a position of interest on the job posting website and they meet the eligibility requirements, an on-line job posting application must be completed in order to be considered for the position. Not all positions are guaranteed to be posted. The Company reserves the right to seek applicants solely from outside sources or to post positions internally and externally simultaneously.

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

## 2-13. Artificial Intelligence

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

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

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

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

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

## 2-14. Open Door Policy

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

## Section 3 - Benefits

### 3-1. Benefits Overview

In addition to good working conditions and competitive pay, it is NorthStar Regional's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs NorthStar Regional provides employees and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from the Head of Human Resources. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, NorthStar Regional (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the Company intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have any questions regarding benefits, they should contact the Head of Human Resources.

### 3-2. Paid Holidays

Full-time employees will be paid for the following holidays:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Eve (after 5:00 pm)

Christmas Day

Employees will not be entitled to holiday pay in the following circumstances:

- The employee is on leave of absence when the holiday occurs.

Full-time exempt (salary) employees that are requested to work during the paid holiday can elect to take a different regularly scheduled day off and receive holiday pay at their regular rate of pay.

When holidays fall or are celebrated on a regular work day, eligible employees will receive one (1) day's pay at their regular straight-time rate. Eligible employees who are called in to work on a holiday will receive one (1) day's pay at their regular straight-time rate, and an additional payment of straight-time for the actual time they work that day.

If a holiday falls within an eligible employee's approved vacation period, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the vacation day, or the eligible employee will receive an additional vacation day at the option of the Company.

If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the leave day, or the eligible employee will receive an additional day off at the option of the Company.

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

### 3-3. Annual and Sick Leave

#### **Annual Leave for Full Time Employees**

(Due to Arizona and Minnesota legislation NSR former PTO policy has been amended into Annual and Sick Leave policies)

Annual leave is provided by NorthStar Regional for eligible employees to be away from work due to vacation or other applicable reasons. For new full-time staff after completion of a successful 90-day introductory period, new employees will receive 40 hours of annual leave in their first year prorated to date of hire. After the first-year annual leave is frontloaded to full-time staff in January.

Carry over is dependent on years of service. NSR reserves the right to grant unearned annual leave on a case-by-case basis. In some cases, unearned annual leave may need to be paid back during the next accrual period and/or at the separation of employment. Annual leave is frontloaded in January to full-time staff who are no longer considered introductory. The rate for carrying over annual hours is based on number of years worked.

Employees will earn annual leave according to the following schedule:

Years Worked	Yearly Totals (sick & annual leave)	Maximum yearly carry- over
Date of hire through end of 1 year	120 (80/40)	16
Start of 2nd year through end of 3 <sup>rd</sup> year	144 (80/64)	24
Start of 3rd year through end of 4 <sup>th</sup> year	168 (80/88)	32
Start of 4th year through end of 5 <sup>th</sup> year	192 (80/112)	40
Start of 5 <sup>th</sup> year and continuing thereafter	216 (80/136)	48

Please note this annual leave rate is based on new introductory staff that start on 1/1/2024, and is prorated for staff who start after this date.

If available annual leave is not used by the end of the calendar year, employees may carry over 16-48 hours based on years worked of annual leave into the next calendar year.

Employees classified as exempt may take time off in half-day (4 hour) or full-day (8 hour) increments. Non-exempt employees should record their time off in time increments to the quarter hour, (for example, 1.0 hours, 1.25 hours, 1.5 hours, 1.75 hours). Annual leave is used for your regular scheduled days. You are not able to take annual leave on days you normally are not scheduled to work.

So that the company may schedule work and plan for business requirements, you should give as much notice as possible in scheduling time off. If there are conflicting dates, preference generally will be given to the employee who has the most tenure. A more junior employee who already has an approved annual leave scheduled will not, however, be bumped by a more tenured employee.

Pay for annual leave days will be paid on the regular pay cycle and as straight time hours. No overtime hours are included in the annual leave accrual. Annual leave days are not considered hours worked when calculating overtime hours. Approval of annual leave is on a first come first serve basis and approved by the employee's supervisor.

### **Sick Leave for Full-Time Employees**

(Due to Arizona and Minnesota legislation NSR former PTO policy has been amended into Annual and Sick Leave policies- the 80 hours listed here are the same as the combined version listed in the annual leave policy)

Years Worked	Yearly Totals (sick leave rates)	Maximum yearly carry- over
Date of hire through end of 1 year	80	0
Start of 2nd year through end of 3 <sup>rd</sup> year	80	0
Start of 3rd year through end of 4 <sup>th</sup> year	80	0
Start of 4th year through end of 5 <sup>th</sup> year	80	0
Start of 5 <sup>th</sup> year and continuing thereafter	80	0

## **Sick Leave for Part-Time Employees**

All part time regular employees will begin sick leave accrual as of their hire date or date which they worked 80 hours at 1 hour of sick leave per 30 hours worked not to exceed 48 hours accrued per year. Unused sick leave for part time employees may carry over, this carryover is capped at 80 hours. Part-time workers may be paid their unused earned sick leave upon separation if they submit 3 weeks' notice to NSR, if they are terminated it will not be paid out.

## **Rehired Full Time Workers & Part Time Workers**

If a worker is rehired and was not previously paid out their sick leave they will be allotted their earned sick leave from their previous employment in full to use on their first day rehired.

## **Sick Leave Usage for both Full Time and Part Time Staff**

What can earned sick and safe time (ESST) be used for?

Employees can use their earned sick and safe time for reasons such as:

1. the employee's mental or physical illness, treatment or preventive care;
2. a family member's mental or physical illness, treatment or preventive care;
3. absence due to domestic abuse, sexual assault or stalking of the employee or a family member;
4. closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and
5. when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

Which family members can an employee use ESST for?

Employees may use earned sick and safe time for the following family members:

1. their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
2. their spouse or registered domestic partner;
3. their sibling, stepsibling or foster sibling;
4. their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
5. their grandchild, foster grandchild or step-grandchild;
6. their grandparent or step-grandparent;
7. a child of a sibling of the employee;
8. a sibling of the parents of the employee;
9. a child-in-law or sibling-in-law;
10. any of the family members (1 through 9 above) of an employee's spouse or registered domestic partner;
11. any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
12. up to one individual annually designated by the employee.

All full-time eligible staff in good standing that provide at least 3 weeks' notice will be paid out their unused vacation after separation. Unused sick time will not be paid out if an employee separates from

the company, however, will be reinstated if the employee is rehired.

### 3-4. Lactation Accommodations

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

The Company will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall to express milk in private. This location may be the employee's private office, if applicable. The Company may not be able to provide additional break time if doing so would seriously disrupt the Company's operations, subject to applicable law. Please consult the Head of Human Resources with questions regarding this policy.

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

### 3-5. Workers' Compensation

On-the-job injuries may be covered by our Workers' Compensation Insurance Policy, which is provided at no cost. If employees are injured on the job, no matter how slightly, they should report the incident immediately to their supervisor. An employee who sustains a work-related injury or illness should inform his or her supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

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

Workers' compensation insurance coverage is provided by Insperity's workers' compensation carrier in most states, with the exception of Washington, Wyoming, and North Dakota where coverage is provided by a state fund. Questions regarding workers' compensation insurance coverage should be directed to your supervisor or the Insperity Department at 800-242-8893, ext. 4244.

### 3-6. Jury Duty

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

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

Employees on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt employees will be paid their full salary for any week in which time is missed due to



jury duty if work is performed for the Company during such week.

### 3-7. Bereavement Leave

The death of a family member is a time when employees wish to be with their families. If the employee is full-time or part-time and loses a close relative, the employee will be allowed paid time off of up to two (2) workdays to assist in attending to obligations and commitments. For the purposes of this policy, a close relative includes a spouse, domestic/civil union partner, child, parent, aunt, uncle, sibling, and up to 1 day off work for the death of a grandparent, father-in-law, mother-in-law, son-in-law or daughter-in-law. you may take off one day of bereavement leave for the death of a relative who is not a member of your immediate family. the eligible time off will be paid. contact your supervisor as soon as reasonable to request time off for bereavement leave. or any other relation required by applicable law. Paid leave days only may be taken on regularly scheduled, consecutive workdays following the day of death. Employees must inform their supervisor prior to commencing bereavement leave. In administering this policy, NorthStar Regional may require verification of death.

### 3-8. Voting Leave

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

### 3-9. Insurance Programs

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

Upon becoming eligible to participate in these plans, employees will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to contact the Head of Human Resources with any further questions.

### 3-10. Long-Term Disability Benefits

Full-time employees are eligible to participate in the Long-Term Disability plan, subject to all terms and conditions of the agreement between NorthStar Regional and the insurance carrier.

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

### 3-11. Salary Continuation

NorthStar Regional provides enhanced monetary short-term disability benefits to full-time employees. These enhanced monetary benefits are inclusive of any monetary workers' compensation or statutory short-term disability benefits.

This is not a leave of absence provision. Employees who will be out of work must request a leave of absence. See the Leave of Absence sections of this handbook for more information. Employees will be required to submit medical certification as requested by NorthStar Regional. Required medical certification under this policy may differ from the medical certification required for any leave of absence requested.

### 3-12. Employee Assistance Program

NorthStar Regional provides an employee assistance program for employees. This program offers qualified counselors to help you cope with personal problems you may be facing. Further details can be obtained through Human Resources or by contacting G&A Partners AccessHR at 1-866-497-4222.

### 3-13. Retirement Plan

Eligible employees are able to participate in NorthStar Regional's retirement plan. Plan participants may make pre-tax contributions to a retirement account.

Upon becoming eligible to participate in this plan, employees will receive an SPD describing the plan in greater detail. Please refer to the SPD for detailed plan information. Of course, feel free to speak to the Head of Human Resources if there are any further questions.

## Section 4 - Leaves of Absence

### 4-1. Personal Leave

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

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

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

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

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

### 4-2. Military Leave

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

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

### 4-3. Family and Medical Leave

## The Leave Policy

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact the Head of Human Resources.

### I. Eligibility

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

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

### II. Entitlements

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

#### A. Basic FMLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date the employee uses their FMLA leave. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country.

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

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

## **B. Additional Military Family Leave Entitlement (Injured Service member Leave)**

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

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

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

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

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered service member. Qualifying exigency leave also may be taken on an intermittent basis.

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

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

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

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

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

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

deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

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

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

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

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

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

Employees who take FMLA leave must timely notify the Company of their need for FMLA leave. The following describes the content and timing of such employee notices.

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

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

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered service member with a serious injury or illness.

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

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

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

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

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

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

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

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

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

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

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

With the employee's permission, the Company (through individuals other than the employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and

sufficient medical certifications. If employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear.

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

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

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

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

### **2. Medical Recertifications**

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

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

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

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

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

When leave is taken to care for a covered service member with a serious injury or illness, the



Company may require employees to obtain certifications completed by an authorized health care provider of the covered service member. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered service member confirming entitlement to such leave.

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

Employees must use any accrued paid time while taking unpaid FMLA leave.

The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with the employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement. Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits.

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

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

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

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

#### **IV. Questions and/or Complaints about FMLA Leave**

If you have questions regarding this FMLA policy, please contact the Head of Human Resources. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

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

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

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any

State or local law that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact the Head of Human Resources.

## Section 5 - Appendix A

### 5-1. Employee Rights Under the Family and Medical Leave Act (FMLA)

This notice is provided in accordance with FMLA 29 U.S.C. §2619 and 29 C.F.R. §825.300(a) and is only applicable to FMLA covered employers who have any FMLA eligible employees.

For additional information or to file a complaint:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

WWW.DOL.GOV/WHD

U.S. Department of Labor Wage and Hour Division

WH Publication 1420 · Revised April 2016

#### Leave Entitlement

Eligible employees who work for covered employer can take up to 12 weeks of unpaid, job protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

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

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

#### Benefits and Protections

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave. Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions. An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

### **Eligibility Requirements**

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

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

### **Requesting Leave**

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures. Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified. Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

### **Employer Responsibilities**

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility. Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

### **Enforcement**

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

## Section 6 - General Standards of Conduct

### 6-1. Workplace Conduct

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

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

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

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

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

## 6-2. Weapons in the Workplace

The Company strictly prohibits employees or any other person providing services to the Company or located on the Company's premises, from possessing weapons of any kind at the workplace. The workplace includes any property owned or leased by the Company or occupied by groups of company employees or persons providing services to the Company. Unless this prohibition is contrary to state or local law, the workplace specifically includes company parking areas and company vehicles. Employees are not permitted to transport or store weapons in vehicles owned or leased by the Company and used by the employee for work purposes, unless the employee is required to transport or store a weapon as part of the employee's duties and he or she has written permission from the President/Owner of the Company, or the President/Owner's authorized representative. This policy prohibits the possession of concealed weapons as well as weapons carried openly.

This prohibition specifically includes guns, rifles and firearms of any type, including those for which the holder has a legal permit. Other examples of prohibited weapons include, but are not limited to, knives, ammunition, bombs, bows and arrows, clubs, slingshots, blackjacks, metal knuckles and similar devices that by their design or intended use are capable of inflicting serious bodily injury or lethal force.

## 6-3. Punctuality and Attendance

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

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify supervisors as early as possible, but no later than the start of the workday. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees should call, stating the nature of the illness and its expected duration, for every day of absenteeism.

Unreported absences of three (3) consecutive or nonconsecutive workdays generally will be considered a voluntary resignation of employment with the Company. If an employee has 3 consecutive missed shifts due to illness, they must furnish a doctor's note to return to work. If an employee needs to request a schedule/shift change and/or reduction in hours or moving from full time to part-time approval must come from supervisors. Such requests are not guaranteed, and the approval consideration will be based on need, employee performance, and seniority.

## 6-4. Use of Communications and Computer Systems

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

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

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

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

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

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

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

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

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

## 6-5. Use of Social Media

NorthStar Regional respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect Company interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post on a blog or web page or participate on a social networking platform, such as Twitter or similar site, during work time or at any time with Company equipment or property.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether the employees are posting something on their own blog, web page, social networking,

Twitter or similar site or on someone else's, if the employee mentions the Company and also expresses either a political opinion or an opinion regarding the Company's actions that could pose an actual or potential conflict of interest with the Company, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not the Company's position. This is necessary to preserve the Company's good will in the marketplace.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or violent is forbidden. Company policies apply equally to employee social media usage.

NorthStar Regional encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

## 6-6. Personal and Company-Provided Portable Communication Devices, Driver Phone Policy

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

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

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a Company-provided or personal device, employees must comply with applicable Company guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a Company-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

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

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

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

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

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

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

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

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

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

### **6-7. Camera Phones/Recording Devices**

Due to the potential for issues such as invasion of privacy, sexual harassment, and loss of productivity, as well as inappropriate disclosure of confidential information, no employee may use a camera phone function on any phone on NorthStar Regional property or while performing work for the Company.

The use of tape recorders, Dictaphones, or other types of voice recording devices anywhere on Company property, including to record conversations or activities of other employees or management, or while performing work for the Company, is also strictly prohibited, unless the device was provided to you by the Company and is used solely for legitimate business purposes.

### **6-8. Inspections**

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

### **6-9. Smoking**



Smoking, including the use of e-cigarettes, is prohibited on Company premises and in all Company vehicles, except in designated areas, also staff may not take smoke breaks or breaks with clients.

#### **6-10. Personal Visits and Telephone Calls**

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

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

#### **6-11. Solicitation and Distribution**

To avoid distractions, solicitation by the employee of another employee is prohibited while either employee is on work time and in all immediate patient care areas. "Work time" is defined as the time the employees are engaged, or should be engaged, in performing their tasks for NorthStar Regional. Solicitation of any kind by non-employees on Company premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in immediate patient care areas and all other working areas of Company is prohibited at all times. Distribution of literature by non-employees on Company premises is prohibited at all times.

#### **6-12. Bulletin Boards**

Important notices and items of general interest are continually posted on NorthStar Regional bulletin boards. Employees should make it a practice to review bulletin boards frequently. This will assist employees in keeping up with what is current at NorthStar Regional. To avoid confusion, employees should not post or remove any material from the bulletin board.

#### **6-13. Confidential Company Information**

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

#### **6-14. Conflict of Interest and Business Ethics**

It is NorthStar Regional's policy that all employees avoid any conflict between their personal interests

and those of the Company. The purpose of this policy is to ensure that the Company's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Company, by any employee who is in a position to directly or indirectly influence either the Company's decision to do business, or the terms upon which business would be done with such organization;
2. Holding any interest in an organization that competes with the Company;
3. Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Company or which competes with the Company; and/or
4. Profiting personally, e.g., through commissions, loans, expense reimbursements, or other payments, from any organization seeking to do business with the Company.

A conflict of interest would also exist when a member of the employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is the employee's responsibility to report any actual or potential conflict that may exist between the employee (and the employee's immediate family) and the Company.

## 6-15. Use of Facilities, Equipment and Property, Including Intellectual Property

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

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

Employees also are prohibited from any unauthorized use of the Company's intellectual property, such as audio and video tapes, print materials and software.

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

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

## 6-16. Health and Safety, Communicable Illness, & Mandated Reporting

The health and safety of employees and others on Company property are of critical concern to NorthStar Regional. The Company intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process or business practice for which the Company is responsible should be brought to the attention of management immediately.

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

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

Policy on Communicable Illness such as cold, flu, or \*covid: NSR encourages CDC & MDH guidance for anyone experiencing cold, flu, or \*covid symptoms - employees should stay home if they are sick until at least 24 hours after their fever (temperature of 100 degrees Fahrenheit) is gone. Temperature should be measured without the use of fever-reducing medicines (medicines that contain ibuprofen or acetaminophen).

Not everyone with cold, flu, or \*covid will have a fever. Individuals with suspected or confirmed cold, flu, or \*covid who do not have a fever, should stay home from work at least after the onset of symptoms.

CDC recommends that workers who have symptoms upon arrival to work or become ill during the day should promptly separate themselves from other workers and go home until at least 24 hours after their fever is gone without the use of fever-reducing medications, or after symptoms have improved.

If employees miss 3 or more consecutive days, they must furnish a doctor's or other healthcare provider note clearing them to work.

\*Covid is no longer considered a national or state emergency, and the CDC has not yet updated its outdated guidance on covid.

Mandated Reporters: All NSR staff are mandated reporters and must follow state law regarding this.

## 6-17. Hiring Relatives/Employee Relationships

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

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

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

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

### 6-18. Employee Dress and Personal Appearance

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

### 6-19. Publicity/Statements to the Media

All media inquiries regarding the position of the Company as to any issues must be referred to the President. Only the President is authorized to make or approve public statements on behalf of the Company. No employees, unless specifically designated by the President, are authorized to make those statements on behalf of Company. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from the President.

### 6-20. Operation of Vehicles

All employees authorized to drive Company-owned or leased vehicles or personal vehicles in conducting Company business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

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

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

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

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

an electronic or text message via the PCD.

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

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs. Since this policy does not require any employee to use a PCD while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

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

#### NSR Phone Policy

Drivers and any and all staff who need to correspond with clients personal phones via call or text MUST use elevate app or a work phone. They may not ever use or share their personal cell number with a client.

### 6-21. Business Expense Reimbursement

Employees will be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by the employee's Supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to the employee's Supervisor along with the receipts in a timely manner.

Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should contact their Supervisor in advance if they have any questions about whether an expense will be reimbursed.

### 6-22. Outside Employment

The Company respects each employee's right to engage in activities outside of employment that are of a personal or private nature, to the extent that such activities do not create a conflict of interest as described in the Conflicts of Interest policy set forth in this handbook or adversely affect the employee's ability to perform his or her job. Under certain circumstances, however, if an employee's personal conduct adversely affects his or her performance on the job or makes it impossible for him or her to carry out any or all of his or her job duties while at work, appropriate disciplinary action up to and including termination of employment may be appropriate.

An example of an activity that might adversely affect an employee's ability to perform his or her job duties is outside employment. While the Company does not prohibit employees from holding other jobs, the following types of outside employment are prohibited:

- Employment that conflicts with the employee's work schedule, duties and responsibilities or creates an actual conflict of interest;
- Employment that impairs or has a detrimental effect on the employee's work performance with

the Company;

- Employment that requires employees to conduct work or related activities during working times or using any of the Company's tools, materials or equipment; and
- Employment that directly or indirectly competes with the business or the interests of the Company.

For the purposes of this policy, self-employment is considered outside employment.

The Company will not assume any responsibility for employees' outside employment. Specifically, NorthStar Regional will not provide workers' compensation coverage or any other benefit for injuries occurring from, or arising out of, such outside employment.

### 6-23. References

All official employment verification or reference requests regarding current or former employees are to be referred to G&A Partners. No manager or supervisor of NorthStar Regional is authorized to release references on NorthStar Regional's behalf for current or former employees. G&A Partners will normally only release the title of the last position held and dates of employment. Salary information will be provided with written authorization from the employee. No other official reference information will be provided. All employment verification or reference requests should be forwarded to G&A Partners AccessHR via fax: 1-866-917-1184 or email: [accesshr@gnapartners.com](mailto:accesshr@gnapartners.com)

### 6-24. If You Must Leave Us

Should an employee decide to leave the Company, we ask that he or she provide a Supervisor with at least two (2) weeks advance notice of departure. Thoughtfulness will be appreciated. All Company property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc., must be returned at separation. Employees also must return all of the Company's Confidential Information upon separation. To the extent permitted by law, employees will be required to repay the Company, (through payroll deduction, if lawful) for any lost or damaged Company property. As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

### 6-25. Exit Interviews

Employees who resign are requested to participate in an exit interview with the Human Resources Representative, if possible.

### 6-26. A Few Closing Words

This handbook is intended to give employees a broad summary of things they should know about NorthStar Regional. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, NorthStar Regional, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its

interpretation of any provision set forth in this handbook. Employees should not hesitate to speak to management if they have any questions about the Company or its personnel policies and practices.

## Section 7 - Arizona Addendum

### 7-1. Notification of Constructive Discharge

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

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

If employees have any questions regarding this policy, they should contact the Head of Human Resources.

### 7-2. Earned Paid Sick Time

#### **Eligibility**

The Company provides earned paid sick time to employees who work in Arizona. The NorthStar Full-time Sick and Part-time Sick policies meet the requirements of Arizona law. Please refer to those policies in this handbook. For employees who work in Arizona who are eligible for sick time under the general Sick Days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy and/or any other applicable sick time/leave law or ordinance. Our Paid Time Off policy has been modified to incorporate the added safe and sick time hours required under Arizona law.

#### **Accrual**

Employees begin accruing earned paid sick time pursuant to this policy at the start of employment. Eligible employees will accrue one (1) hour of earned paid sick time for every 30 hours worked, up to a maximum accrual of 24 hours each calendar year. Exempt employees are assumed to work 40 hours in each workweek unless their normal workweek is less than 40 hours, in which case earned paid sick time accrues based upon that normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1 and ending on December 31.

#### **Usage**

Employees may use earned paid sick time on the 90th calendar day of employment. Earned paid

sick time must be used in 1-hour increments. The employee may not use more than 24 hours of earned paid sick time in any calendar year. Employees may use earned paid sick time for absences due to:

1. the employee's mental or physical illness, injury or health condition; the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; the employee's need for preventive medical care;
2. care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care;
3. closure of the employee's place of business by order of a public official due to a public health emergency or the employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for oneself or a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or family member's presence in the community may jeopardize the health of others because of their exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease; or
4. a covered purpose relating to domestic violence, sexual violence, abuse or stalking to allow the employee to obtain (for himself or herself or for a family member) medical attention, services from a victims' organization, counseling, relocation and/or legal services.

For purposes of this policy, family member includes (regardless of age): a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands in-loco-parentis or an individual to whom the employee stood in loco parentis when the individual was a minor; a biological, foster, stepparent or adoptive parent or legal guardian of the employee or the employee's spouse or domestic partner or a person who stood in loco parentis when the employee or employee's spouse or domestic partner was a minor child; spouse or domestic partner; a grandparent, grandchild or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

The employee's use of earned paid sick time will not be conditioned upon searching for or finding a replacement worker.

The Company will assume, subject to applicable law, that employees want to use available earned paid sick time for absences for reasons set forth above and employees will be paid for such absences to the extent they have earned paid sick time available.

Employees will be advised of their earned paid sick time balance information on their itemized wage statement.

### **Notice and Documentation**

Employees are required to make a reasonable effort to schedule the use of earned paid sick time in a manner that does not unduly disrupt business operations. Requests to use earned paid sick time may be made orally, in writing or electronically (e.g., via email), and whenever possible, the request must include the expected duration of the employee's absence. When the use of earned paid sick time is foreseeable, the employee is required to make a good faith effort to provide notice of the need for such time to their Manager in advance of the use of the earned paid sick time. When the use of earned sick time is not foreseeable, the employee is required to provide notice to their Manager at least one (1) hour prior to the start of their workday or as soon as possible under the circumstances.



For earned paid sick time of three (3) or more consecutive work days, the Company requires reasonable documentation that the earned paid sick time has been used for a covered purpose. For reason #1 and #2 above, documentation signed by a health-care professional indicating that earned paid sick time is necessary is reasonable. For reason #4 above, any of the following types of documentation selected by the employee is reasonable:

- a police report indicating that the employee or the employee's family member was a victim of domestic violence, sexual violence, abuse or stalking;
- a protective order; injunction against harassment; a general court order; or other evidence from a court or prosecuting attorney that the employee or employee's family member appeared or is scheduled to appear, in court in connection with an incident of domestic violence, sexual violence, abuse or stalking;
- a signed statement from a domestic violence or sexual violence program or victim services organization affirming that the employee or employee's family member is receiving services related to domestic violence, sexual violence, abuse or stalking;
- a signed statement from a witness advocate affirming that the employee or employee's family member is receiving services from a victim services organization;
- a signed statement from an attorney, member of the clergy or a medical or other professional affirming that the employee or employee's family member is a victim of domestic violence, sexual violence, abuse or stalking; or
- the employee's written statement affirming that the employee or the employee's family member is a victim of domestic violence, sexual violence, abuse or stalking, and that the earned paid sick time was taken for one of the purposes described above.

Documentation provided to the Company should not explain the nature of the employee's or a family member's health condition or the details of the domestic violence, sexual violence, abuse or stalking.

### **Payment**

Earned paid sick time will be paid at the same hourly rate the employee earns from their employment at the time the employee uses such time, but no less than the applicable minimum wage, unless otherwise required by applicable law. Use of earned paid sick time is not considered hours worked for purposes of calculating overtime.

### **Carryover and Payout**

The employee may carry over up to 24 hours of accrued, unused earned paid sick time to the following calendar year. Unused earned paid sick time will not be paid at separation.

### **Enforcement & Retaliation**

Retaliation against the employee who requests or uses earned paid sick time is prohibited. The employee has the right to file a complaint if earned paid sick time as required by law is denied by an employer or if the employee is subjected to retaliation for requesting or taking earned paid sick time. The Arizona Industrial Commission's contact information is as follows: 800 W. Washington Street, Phoenix, AZ 85007 / 602-542-4515 / [www.azica.gov](http://www.azica.gov).

Questions about rights and responsibilities under the law can be answered by the Head of Human Resources.

## Section 8 - Minnesota Addendum

### 8-1. Equal Employment Opportunity

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

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

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

### 8-2. Right to Review Personnel Records

Under Minnesota law, active employees have the right to review their personnel record once every six (6) months. Employees who leave NorthStar Regional may review their personnel record once every year as long as the Company maintains the personnel record.

To review their personnel record, employees must make a good faith request in writing to the Head

of Human Resources. Employees may also request a copy of the record at the time they review it. The copy will be made available to the employee at no cost.

The Company will provide employees an opportunity to review their personnel record within seven (7) working days of the written request or within 14 working days of the written request if the personnel record is physically located outside of Minnesota.

What is contained in the personnel record is carefully defined under Minnesota law. The law does not require employee access to information that is not contained in the personnel record.

If employees dispute information contained in their personnel record, they may request that it be removed from the record. However, if the Company does not agree the information should be removed, the employee may submit a written response to the denial (not to exceed five (5) pages).

No action can be taken against employees who appropriately ask to review their personnel records.

If employees are improperly denied their rights as provided by this law, the law provides certain remedies.

This notice only describes some of the employee's rights under the law. For more information, the Minnesota statutes detailing employee rights can be found at Minnesota Statutes, § 181.960 through Minnesota Statutes §181.965. These laws can be found on the internet at <https://www.revisor.mn.gov/pubs/> or in public libraries throughout the state.

### 8-3. Wage Disclosure Protections

Under Minnesota law, an employer may not:

1. require nondisclosure by employees of their wages as a condition of employment;
2. require employees to sign a waiver or other document which purports to deny them the right to disclose their wages; or
3. take any adverse employment action against employees for disclosing their own wages or discussing another employee's wages which have been disclosed voluntarily.

Nonetheless, this policy should not be construed to:

1. create an obligation on NorthStar Regional or on employees to disclose wages;
2. permit employees, without the written consent of the Company, to disclose proprietary information, trade secret information or information that is otherwise subject to legal privilege or protected by law;
3. diminish any existing rights under the National Labor Relations Act; or
4. permit employees to disclose wage information of other employees to a competitor of NorthStar Regional.

An employer may not retaliate against the employee for asserting rights or remedies set forth in this policy.

Employees may bring a civil action against the Company for a violation of this policy. If a court finds that the Company has violated this policy, the court may order reinstatement, back pay, restoration

of lost service credits, if appropriate, and the expungement of any related adverse records of the employee who was the subject of the violation.

#### 8-4. Crime Victims Leave

Employees who are victims of a violent crime and are subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony may be granted reasonable time off from work without pay to attend criminal proceedings related to the victim's case. Employees who are a victim's spouse or immediate family member may be granted reasonable time off from work without pay to attend criminal proceedings related to the victim's case.

Employees must give 48 hours' advance notice of the request for time off pursuant to this policy, unless impracticable or an emergency prevents the employee from doing so.

Upon request, the employee must provide verification that supports the employee's reason for being absent from the workplace. All information related to the employee's leave pursuant to this section shall be kept confidential by the Company.

#### 8-5. Sick and Safe Time

**Eligibility.** Effective January 1, 2024, NorthStar Regional will provide sick and safe time (SST) to employees who perform work within Minnesota for at least 80 hours in a year. The NorthStar Full-time Sick and Part-time Sick policies meet the requirements of Minnesota law. Please refer to those policies in this handbook for further details. For employees who work in Minnesota and are eligible for sick and safe time under the general policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issues. Our Paid Time Off Policy has been modified to incorporate the added safe and sick time hours required under Minnesota law.

**Accrual.** Employees begin to accrue SST at the start of employment. Employees accrue one (1) hour for every 30 hours worked, up to a maximum annual accrual of 48 hours each year. Additionally, employees' total SST accrual balance may not exceed 80 hours at any time ("overall accrual cap"). Exempt employees will be presumed to work 40 hours in each workweek for accrual purposes unless their normal workweek is less than 40 hours, in which case accrual will be based on that normal workweek. For purposes of this policy, the year can be any regular and consecutive twelve-month period as determined by the Company and clearly communicated to each employee of the Company.

**Usage.** Employees can begin to use granted or accrued SST immediately. SST may be used in the smallest increment of time tracked by the Company's payroll system.

Employees may use SST for the following reasons:

1. The employee's own mental or physical illness, injury, or health condition to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition or the employee's need for preventive medical care;
2. Care of a family member with a mental or physical illness, injury, or health condition who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition or care for a family member who needs preventive medical care;
3. Absences due to domestic abuse, sexual assault, or stalking of the employee or employee's

- family member, provided the absence is for medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking; to obtain services from a victim services organization; to obtain psychological or other counseling; to relocate or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking; or to seek legal advice or take legal action, including preparing for or participating in any civil or criminal proceedings related to or resulting from domestic abuse, sexual assault, or stalking;
4. The closure of the employee's place of business due to weather or other public emergency;
  5. To accommodate the employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency;
  6. The employee's inability to work or telework because the employee is:
    - i. Prohibited from working by the Company due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or
    - ii. Seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the Company has requested a test or diagnosis; and
  7. When it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

For purposes of this policy, "family member" means a child (including child-in-law), spouse or registered domestic partner, sibling (including a sibling-in-law), parent, grandchild, grandparent, a child of a sibling, a sibling of the parents of the employee or the employee's spouse or registered domestic partner, any other individual related by blood or whose close association with the employee is the equivalent of a family relationship, or one individual annually designated by the employee. The family members listed above are not limited to biological family members, but also include step-, foster, adoptive, half-relations, and those who stand in *loco parentis* and legal guardians.

Unless the employee advises the Company otherwise, the Company will assume, subject to applicable law, that employees want to use available SST for absences for reasons set forth above and employees will be paid for such absences to the extent they have SST available.

Employees will be provided with SST balance and usage information on their pay statement.

**Notice and Documentation.** When the need to use SST is foreseeable, employees must provide seven (7) days advance notice to their Manager. When the need to use SST is not foreseeable, employees must provide notice to their Manager as soon as practicable. For SST of more than three (3) consecutive workdays, employees may also be required to provide reasonable documentation that SST was taken for a covered reason. For example, for SST used for reasons (1), (2), (6), or (7) above, documentation signed by a licensed health care provider indicating the need for the amount of SST taken and that SST was used for a covered reason under this policy and/or applicable law will be considered reasonable documentation, and such documentation need not specify the nature of the employee's or the employee's family member's injury, illness, or condition, except as required by law. Supporting documentation will not be required for the above purposes if it would result in an unreasonable expense on the employee or where the employee did not receive services from a

health care professional. In this event, reasonable documentation may include a written statement from the employee. For example, for SST used for reason (3) above, documentation signed by the employee or volunteer of a victim services organization, an attorney, a police officer, or an antiviolence counselor will be considered reasonable documentation, and such documentation need not specify the details of the domestic abuse, sexual assault, or stalking.

**Payment.** SST is paid at the same hourly rate as the employee's rate of pay for the hours the employee was scheduled to work during the time SST is used, unless otherwise required by applicable law. Use of SST is not considered hours worked for purposes of calculating overtime.

**Carryover & Payout.** Accrued, unused SST may be carried over to the following year, but as indicated above, there is an overall accrual cap of 80 hours. Once the overall accrual cap is reached, SST will stop accruing until some SST is used.

Accrued, unused SST will not be paid upon separation.

**Enforcement & Retaliation.** Employees may be subject to discipline for using SST for a reason other than the covered reasons above, to the maximum extent permitted by applicable law. Retaliation against employees who request or use earned SST is prohibited.

Employees have the right to file a complaint with the Minnesota Department of Labor and Industry or bring a civil action if they believe they have been denied SST, retaliated against, or that their rights to SST has been otherwise interfered with or restrained.

Employees with questions regarding this policy can contact the Head of Human Resources.

## 8-6. Nursing Mothers, Lactating Employees, and Pregnancy Accommodations

Minnesota's Nursing Mothers, Lactating Employees, and Pregnancy Accommodations law, Minn. Stat. § 181.939, gives pregnant and lactating employees certain legal rights.

Pregnant employees have the right to request and receive reasonable accommodations, which may include, but are not limited to, more frequent or longer breaks, seating, limits to heavy lifting, temporary transfer to another position, temporary leave of absence, or modification in work schedule or tasks. Employers cannot require employees to take a leave or accept an accommodation.

Lactating employees have the right to reasonable paid break times to express milk at work unless they are expressing milk during a break that is not usually paid, such as a meal break. Employers should provide a clean, private, and secure room that is not a bathroom near the work area that includes access to an electrical outlet for employees to express milk.

It is against the law for an employer to retaliate or to take negative action against a pregnant or lactating employee for exercising their rights under this law.

Employees who believe their rights have been violated under this law can contact the Minnesota Department of Labor and Industry's Labor Standards Division at [dli.laborstandards@state.mn.us](mailto:dli.laborstandards@state.mn.us) or 651-284-5075 for help. Employees also have the right to file a civil lawsuit for relief. For more information about this law, visit [dli.mn.gov/newparents](http://dli.mn.gov/newparents).

## 8-7. Family Military Leave

Any employee who is the grandparent, parent, legal guardian, sibling, child, grandchild, spouse, fiancé or fiancée of a member of the United States armed forces who has been ordered into active service in support of a war or other national emergency ("mobilized service member") is eligible for an unpaid leave of absence of up to one (1) day per calendar year in order to attend a send-off or homecoming ceremony for the mobilized service member. Employees are asked to give NorthStar Regional as much notice of their intent to take this leave as is practicable under the circumstances.

Additionally, any employee who is the parent, child, grandparent, sibling or spouse of a member of the United States armed forces who has been injured or killed while engaged in active service is eligible for an unpaid leave of absence for up to 10 days. The employee must give the Company as much notice of intent to take this leave as is practicable. Any accrued paid time off which is used during this period will run concurrently with leave under this policy and will not extend the length of leave.

## 8-8. School Conference and Activities Leave

NorthStar Regional will provide employees with up to 16 hours of leave during any 12-month period to attend school conferences or school-related activities related to the employee's child (including conferences related to a pre-kindergarten program or child care services), provided the conferences or school-related activities cannot be scheduled during nonwork hours. When leave cannot be scheduled during non-work hours and the need for leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Leave under this policy is unpaid. However, the employee may substitute accrued paid time off for leave under this policy.

## 8-9. Bone Marrow Donation Leave

Employees who work 20 or more hours per week are entitled to up to 40 hours of paid leave for the purposes of donating bone marrow. Verification of donation and the length of necessary leave may be required by the Company. Reasonable notice of leave must be provided.

## 8-10. Organ Donation Leave

Employees who work 20 or more hours per week are entitled to up to 40 hours of paid leave for the purposes of donating an organ or partial organ to another person. Verification of donation and the length of leave needed may be required by the Company. Reasonable notice of leave must be provided.

## 8-11. Domestic Abuse or Harassment Leave

Employees are entitled to reasonable unpaid time off to obtain or attempt to obtain an order of protection and/or other relief from a court related to domestic abuse or harassment.

The employee who is absent from the workplace shall give 48 hours' advance notice to the Company except in cases of imminent danger to the health or safety of the employee or the employee's child, or unless impracticable.

Upon request, the employee must provide verification that supports the employee's reason for being absent from the workplace. All information related to the employee's leave pursuant to this section shall be kept confidential by the Company.

## 8-12. Family and Medical Leave for Employers Covered by the FMLA

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA) and/or the Minnesota Pregnancy & Parental Leave Act (MPPLA). This policy provides employees with information concerning FMLA and/or MPPLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA and/or MPPLA leave, they should contact the Head of Human Resources.

### I. Eligibility

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

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

employees who work in Minnesota are "MPPLA eligible employees."

### II. Entitlements

The FMLA and MPPLA provide eligible employees with a right to leave, health insurance benefits, and, with some limited exceptions, job restoration.

#### A. Basic FMLA and MPPLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date the employee uses their FMLA leave. The MPPLA provides eligible employees up to 12 workweeks of unpaid leave for:

1. The birth or placement for adoption of a child; or
2. For a female employee's prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions.

MPPLA leave for the birth or adoption of a child may begin not more than 12 months after the birth or



adoption, except that where the child must remain in the hospital longer than the childbearing parent, the leave may not begin more than 12 months after the child leaves the hospital. It is the Company's policy to provide the greater leave benefit provided under the FMLA or MPPLA and to run leave concurrently under the FMLA and MPPLA whenever possible. Leave may be taken for any one (1), or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption (or foster care-FMLA only);
- To care for the employee's spouse, son, daughter, or parent (but not in-law) who has a serious health condition (FMLA only);
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care, childbirth, or related health condition) that makes the employee unable to perform one (1) or more of the essential functions of the employee's job (FMLA only, except under the MPPLA, for a employee's own prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions); and/or
- Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty or called to covered active-duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operations or Regular Armed Forces for deployment to a foreign country (FMLA only).

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

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

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

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

A "covered service member" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is

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

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

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

FMLA leave usually will be taken for a period of consecutive days, weeks, or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member, or the serious injury or illness of a covered service member. Leave due to qualifying exigencies may also be taken on an intermittent or reduced schedule basis.

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

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

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

During FMLA/MPPLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work. However, if leave is solely pursuant to MPPLA, the employee may be required to pay the full health insurance premium during leave.

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

At the end of FMLA/MPPLA leave, subject to some exceptions, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits, and other employment terms. Under the FMLA only, reinstatement also may be denied where job restoration of "key employees" will cause the Company substantial and grievous economic injury. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement and of their rights in such instances. Use of FMLA/MPPLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/MPPLA leave.

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

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of:

1. Their rights and responsibilities in connection with such leave;
2. The Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and
3. The amount of leave, if known, that will be counted against the employee's leave entitlement.

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

### **III. Employee FMLA/MPPLA Leave Obligations**

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

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

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

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

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

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

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

For MPPLA, the notice of the need for leave should include the date the leave will commence and the estimated duration of the leave.

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

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

Employees returning from MPPLA leave longer than one (1) month also must provide notice of their

return from leave to the Head of Human Resources at least two (2) weeks in advance.

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

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

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

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

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

Depending on the nature of the FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three (3) types of FMLA medical certifications: an initial certification, a recertification, and a return to work/fitness for duty certification.

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

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

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely,

complete, and/or sufficient FMLA medical certifications.

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

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

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

### **2. Medical Recertifications**

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

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

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

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

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active-duty status of a military member, the Company may require employees to provide:

1. A copy of the military member's active-duty orders or other documentation issued by the military indicating the military member is on active duty or call to covered active-duty status and the dates of the military member's covered active-duty service; and
2. A certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active-duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active-duty status of the same or a different military member.

When leave is taken to care for a covered service member with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered service member. In addition, and in accordance with the FMLA regulations,

the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered service member confirming entitlement to such leave.

#### **E. Substitute Paid Leave for Unpaid FMLA and MPPLA Leave**

Employees must use any accrued paid time while taking unpaid FMLA and/or MPPLA leave.

The substitution of paid time for unpaid FMLA and/or MPPLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with the employee's FMLA/MPPLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement. Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits.

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

During FMLA/MPPLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. However, if leave is solely pursuant to MPPLA, the employee may be required to pay the full health insurance premium during leave. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA/MPPLA leave, the Company will deduct the employee's portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA/MPPLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

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

#### **IV. Coordination of FMLA/MPPLA Leave with Other Leave Policies**

The FMLA and MPPLA do not affect any federal, state, or local law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights. However, whenever permissible by law, FMLA leave will run concurrently with MPPLA and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/MPPLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact the Head of Human Resources.

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

If employees have questions regarding this FMLA/MPPLA policy, they should contact the Head of Human Resources. The Company is committed to complying with the FMLA/MPPLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/MPPLA.

The FMLA makes it unlawful for employers to:

1. Interfere with, restrain, or deny the exercise of any right provided under FMLA; or
2. Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact the Head of Human Resources immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the U.S. Department of Labor or may bring private lawsuits alleging FMLA violations.

## Section 9 - Wisconsin Addendum

### 9-1. Organ and Bone Marrow Donor Leave

Employees may take up to six (6) weeks of unpaid leave in a 12-month period for the purpose of serving as bone marrow or organ donors. Leave may only be taken for the period necessary to undergo and recover from the bone marrow or organ donation procedure.

In order to take leave to serve as a bone marrow or organ donor, employees must provide the Company with advance notice of the bone marrow or organ donation in a reasonable and practicable manner. Employees must make a reasonable effort to schedule the bone marrow or organ donation procedure so that it does not unduly disrupt the Company's operations (subject to the approval of the bone marrow or organ recipient's health care provider).

Employees may substitute paid time off while taking otherwise unpaid leave under this policy, and the substitution of paid time does not extend the length of leave under this policy. If applicable, this leave also will run concurrently with FMLA and/or applicable state law.

If applicable, the Company will maintain group health insurance coverage under the conditions that applied immediately before the leave began. In these cases, the Company reserves the right to require the employee to have in escrow with the Company an amount equal to the entire premium or similar expense for eight (8) weeks of the employee's group health insurance coverage (which may be paid in equal installments at regular intervals over at least a 12-month period and which the Company will deposit in an interest-bearing account).

The Company may require certification issued by a health care provider (of either the employee or the bone marrow/organ recipient, as appropriate) which indicates:

- the recipient has a serious health condition that necessitates a bone marrow or organ transplant;
- the employee is eligible and has agreed to serve as a bone marrow or organ donor for the recipient; and
- the amount of time expected to be necessary for the employee to recover from the bone marrow or organ donation procedure.

When employees return from bone marrow and organ donation leave, the Company will return them to the position they held immediately before going on leave or, if that position is not available, to an equivalent position with equivalent compensation, benefits, working shift, hours of employment and other terms and conditions of employment. If the employee wishes to return to work before the end of the leave as scheduled, the Company will return the employee to the same or a similar position (as described above) within a reasonable time (not to exceed the duration of the originally-scheduled leave).

When employees end their employment with the Company, any payments in escrow (as described above) will be returned to them. If employees end their employment during or within 30 days after taking bone marrow and organ donation leave, the Company reserves the right to deduct from the amount returned to the employee any premium or similar expense paid for the employee's group



health insurance coverage while the employee was on leave under this policy.

## 9-2. Family and Medical Leave

Employees may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA") and/or the Wisconsin Family and Medical Leave Act ("WFMLA"). This policy provides employees information concerning FMLA and/or WFMLA entitlements and obligations employees may have during such leaves. Whenever permitted by law, the Company will run FMLA leave concurrently with WFMLA and any other leave provided under state or local law. If employees have any questions concerning FMLA and/or WFMLA leave, they should contact the Head of Human Resources.

### I. Eligibility

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

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

WFMLA leave is available to "WFMLA eligible employees." To be a WFMLA eligible employee, the employee must: 1) have worked for the Company for at least 52 consecutive weeks and have worked at least 1,000 hours in the 52 weeks preceding the commencement of leave; **and** 2) be employed by an employer that has 50 or more employees.

### II. Entitlements

As described below, the FMLA and WFMLA provide eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

#### A. Basic FMLA and WFMLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The WFMLA provides eligible employees up to six (6) weeks of unpaid leave during a calendar year if the leave is due to childbirth or adoption, an additional two (2) weeks of leave for the employee's serious health condition, and an additional two (2) weeks to care for a parent, spouse, son or daughter with a serious health condition (employees, however, are entitled to no more than a total of eight (8) weeks of family/medical unpaid leave, not to exceed 10 weeks within the 12-month period under the WFMLA - see further information below).

For WFMLA the 12-month period is measured by a calendar year from January 1 to December 31.

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

- To care for the employee's child after birth, or placement for adoption (or foster care - FMLA only);
- To care for the employee's spouse (or domestic partner WFMLA only), son, daughter or parent (and under the WFMLA parent-in-law) who has a **serious health condition**;
- For the employee's own **serious health condition** (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job); and/or

- Because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country. (FMLA only).

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

Under the WFMLA, a **serious health condition** means a disabling physical or mental illness, injury, impairment or condition involving inpatient care in a hospital, nursing home or hospice, or out-patient care that requires continuing treatment or supervision by a health care provider.

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

#### **B. Additional Military Family Leave Entitlement (Injured Service member Leave) (FMLA only)**

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

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

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

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

FMLA and/or WFMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also may be entitled to take leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member (both FMLA and WFMLA) or the serious injury or illness of a covered service member (FMLA only) or birth or adoption (WFMLA only).

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

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

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

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

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

At the end of FMLA leave, subject to some exceptions, including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement and of their rights in such instances. A "key employee" is defined under the FMLA as the employee among the highest paid 10 percent of all employees who are employed within 75 miles of the worksite. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

As with FMLA leave, at the end of WFMLA leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. There is no key employee exception under WFMLA.

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

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

The Company may retroactively designate leave as FMLA and/or WFMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA- or WFMLA- qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA and/or WFMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA and/or WFMLA leave. **[Note: There is always risk with retroactive designations.]**

## **III. Employee FMLA and/or WFLA Leave Obligations**

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

Employees who wish to take FMLA and/or WFMLA leave must timely notify the Company of their

need for FMLA and/or WFMLA leave. The following describes the content and timing of such employee notices

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

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

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- a covered family member (including domestic partner and parent-in-law under WFMLA) are under the continuing care of a health care provider or a condition renders the family member unable to perform daily activities;
- the leave is due to a qualifying exigency cause by a military member being on covered active duty or called to covered active duty status to a foreign country (FMLA only); or
- a family member is a covered service member with a serious injury or illness (FMLA only).

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

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

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

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

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

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employees' health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical

treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered service member, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave, to the extent permitted by law.

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

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

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

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

With the employee's permission, the Company (through individuals other than the employee's direct supervisor) may contact the health care provider to authenticate or clarify completed and sufficient medical certifications. If the employee chooses not to provide the Company with authorization allowing it to clarify or authenticate the certification with the health care provider, the Company may deny leave if the medical certification is unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient medical certifications.

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

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

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

## **2. Medical Recertifications**

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

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

Unless notified that providing such certifications is not necessary, the employee returning to work from leave that was taken because of their own serious health conditions that made the employee unable to perform their job must provide the Company medical certification confirming the employee is able to return to work and the employee's ability to perform the essential functions of the employee's position, with or without reasonable accommodation, to the extent permitted by law. The Company may delay and/or deny job restoration until the employee provides a return to work/fitness for duty certification, subject to applicable law.

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

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

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

## **E. Substitute Paid Leave for Unpaid FMLA and WFMLA Leave**

Employees may use any accrued paid time while taking unpaid FMLA leave. Employees may elect to use any accrued paid time while taking unpaid WFMLA leave. The substitution of paid time for unpaid FMLA and/or WFMLA leave time does not extend the length of FMLA and/or WFMLA leaves, and the paid time will run concurrently with the employee's FMLA and/or WFMLA entitlement.

During the leave, employees may be eligible for compensation, such as temporary disability benefits, family leave benefits or workers' compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA/WFMLA leave entitlement. Upon **[written]** request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits and workers' compensation benefits.

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

During FMLA/WFMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

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

#### **IV. Coordination of FMLA/WFMLA Leave with Other Leave Policies**

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

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

If you have questions regarding this FMLA/WFMLA policy, please contact the Head of Human Resources. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/WFMLA.

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

### **9-3. Leave for Emergency Responders**

Eligible employees who are volunteer firefighters, emergency medical technicians, first responders or ambulance drivers for a volunteer fire department, a public agency or a nonprofit corporation ("volunteer provider") are eligible for unpaid leave to respond to an emergency prior to the time they are to report to work.

Employees who become a member of a volunteer provider must notify NorthStar Regional in writing within 30 days that they are a volunteer firefighter, emergency medical technician, first responder or

ambulance driver. Additionally, if the employee's status changes, including termination of that status, the employee must notify the Company of the change in status.

Employees who are going to be late or absent from work due to an emergency that involves their service as a volunteer firefighter, emergency medical technician, first responder or ambulance driver, must make every effort to notify the Company that they may be late or absent from work due to the emergency. If prior notification is not possible, the employee must provide a written statement from the chief of the volunteer fire department or person in charge of the ambulance service explaining why prior notification was not possible. Following being late or absent from work due to responding to an emergency, employees must provide a written statement from the chief of the volunteer fire department or person in charge of the ambulance service certifying that they were responding to an emergency and indicating the date and time of the response to the emergency.



## General Handbook Acknowledgment

This Employee Handbook is an important document intended to help employees become acquainted with NorthStar Regional. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Company's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Handbook.

**I have received and read a copy of NorthStar Regional's Employees Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time.**

**I further understand that my employment is terminable at will, either by myself or the Company, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.**

**I understand that no representative of NorthStar Regional other than the President and/or Owner may alter "at will" status and any such modification must be in a signed writing.**

**I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Company's Employee Handbook.**

Employee's Printed Name: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

## Receipt of Non-Harassment Policy

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

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

### **Harassment Defined**

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

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

### **Sexual Harassment Defined**

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

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

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

### **Reporting Procedures**

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

### **Investigation Procedures**

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

### **Retaliation Prohibited**

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

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

I have read and I understand NorthStar Regional's Non-Harassment Policy.

Employee's Printed Name: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.