

# TEAM MEMBER HANDBOOK

February 2025

This Handbook replaces and supersedes all prior See Monterey Team Handbooks



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## CHAPTER 1 – INTRODUCTORY POLICIES

## **1001 – Introductory Statement**

We warmly welcome you to See Monterey. We hope that your experience will be enjoyable and rewarding. See Monterey is committed to ensuring that all team members feel welcome and have an equal opportunity to connect, belong, and grow. We encourage everyone to contribute to the organization and the hospitality industry, advance their skill sets and careers, and to be comfortable and confident as their authentic selves within the framework of professional guidelines that we have established as a team.

This Handbook sets forth the terms and conditions of employment of <u>all</u> See Monterey team members. Individual written employment contracts may supersede some of the provisions of this Handbook. This Handbook contains the policies and practices in effect at the time of publication. It supersedes all previously issued employment handbooks, personnel policies and procedures handbooks, and any inconsistent policy or benefit statements or memoranda. This Handbook is designed to familiarize you with See Monterey's major policies. Your supervisor, manager, the Vice President of People & Operations, and/or the President & CEO are available to answer any questions you may have. See Monterey provides an orientation program for newly hired team members to help you learn about See Monterey's policies, practices, and benefits; however, you are responsible for understanding and complying with See Monterey's policies, practices, and procedures, and for seeking answers to any questions regarding clarification of any policies or procedures related to your employment with See Monterey.

The policies in this Team Member Handbook are adopted to promote the legitimate and substantial business interests of See Monterey. They are *not* intended to interfere with or burden employees' right to participate in concerted activity, such as communicating with their coworkers regarding their wages, hours, or terms and conditions of employment, or with any other rights protected under the National Labor Relations Act (NLRA). If any employee believes any of See Monterey's policies contained in this Team Member Handbook would interfere with any employee's protected rights under the NLRA, the employee is encouraged—but not required—to contact the Vice President of People & Operations and/or the President & CEO so that they can explain the policy's purpose and See Monterey's desire to not interfere with employees' protected rights.

## 1002 – Equal Employment Opportunity

See Monterey is an equal employment opportunity employer. See Monterey makes employment decisions without regard to race (including traits historically associated with race such as hair texture and protective hairstyles), religious creed (including religious dress and religious grooming), color, national origin, ancestry, citizenship, physical or mental disability, legally protected medical condition or information, genetic information, marital status, registered domestic partner status, sex (including pregnancy or perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity (defined as each person's internal understanding of their gender or perception of a person's gender identity, which may

include male, female, neither male nor female, a gender different from the person's sex assigned at birth, or transgender), gender expression (defined as a person's gender-related appearance or behavior, or the perception of such appearance of behavior, whether or not stereotypically associated with the person's sex assigned at birth), age, sexual orientation, military or veteran status, reproductive health decision making (defined as a person's decision to use or access a particular drug, devise, product, or medical service for reproductive health), or any other characteristic protected by federal or state law or local ordinance.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, See Monterey will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a team member unless undue hardship would result.

Any applicant or team member who requires an accommodation in order to perform the essential functions of the job should contact the team member's supervisor and/or Human Resources and request such an accommodation. The VP of People & Operations, President & CEO or their designee(s) and the applicant or team member will engage in an interactive process to identify and evaluate possible accommodations. If an accommodation is identified that is reasonable and will not impose an undue hardship, See Monterey will make the accommodation in accordance with the Americans with Disabilities Act ("ADA") and the California Fair Employment and Housing Act ("FEHA").

## 1003 – Statement of At-Will Employment Status

All team members of See Monterey are employed "at-will." This means that team members are free to terminate their employment with See Monterey at any time, with or without reason, and See Monterey has the right to terminate any team member's employment at any time, with or without reason. Although See Monterey may choose to terminate employment for cause, cause is not required. This is called "at will" employment. Nothing contained in this Handbook (or any other document) should be construed as a guarantee of employment for any specific term, or for long-term employment, or of employment for any particular length of time.

Although other See Monterey policies and procedures may change from time to time, this employment "at- will" agreement will remain in effect throughout your employment with See Monterey unless it is specifically modified by an express written agreement signed by you (or your representative) and the President & CEO. No one other than the President & CEO of See Monterey, acting with approval of the Board of Directors, can enter into an agreement for employment for a specified period of time or make any agreement contrary to the policy of at-will employment. This employment "at-will" agreement may not be modified by any oral or implied agreement.

This Handbook is not intended to interfere with team members' rights to participate in concerted activity such as communicating with their co-workers regarding their wages, hours, or terms and conditions of employment, or with any other rights protected under the NLRA.

## 1004 – Immigration Law Compliance

See Monterey is committed to full compliance with the federal immigration laws and will not unlawfully discriminate on the basis of citizenship or national origin. All offers of employment are contingent on verification of your right to work in the United States. Under federal law, all newly hired team members must produce original documentation establishing their identity and right to work in the United States. On your first day of work, you will be asked to complete and sign Federal Form I-9, Employment Eligibility Verification Form attesting that you are authorized to work in the United States. Documentation from the Form I-9 List of Acceptable Documents establishing identity and right to work in the United States must be provided within three business days of your first day of employment. If you at any time cannot verify your right to work in the United States, See Monterey may terminate your employment.

#### CHAPTER 2 – POLICIES AND PRACTICES

#### 2001 – Discrimination, Harassment, and Retaliation Prevention Policy

See Monterey is committed to providing a work environment that is free of discrimination, harassment, and retaliation. The purpose of this policy is to promote equal employment opportunity to succeed in the workplace and to assist all persons in understanding their rights, duties, and obligations. In keeping with this policy, See Monterey maintains a strict policy prohibiting unlawful discrimination and harassment of any kind, including discrimination and harassment on the basis of race (including traits historically associated with race such as hair texture and protective hairstyles), religion (including religious dress and religious grooming), color, national origin, ancestry, citizenship, physical disability, mental disability, legally protected medical condition, genetic information, marital status, registered domestic partner status, sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity (defined as each person's internal understanding of their gender or perception of a person's gender identity, which may include male, female, neither male nor female, a gender different from the person's sex assigned at birth, or transgender), gender expression (a person's gender-related appearance or behavior, or the perception of such appearance of behavior, whether or not stereotypically associated with the person's sex assigned at birth), sexual orientation, age, military or veteran status, reproductive health decision making (defined as a person's decision to use or access a particular drug, devise, product, or medical service for reproductive health) or any other characteristic protected under federal or state law or local ordinance. This policy also prohibits discrimination and harassment based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics.

See Monterey's policy against harassment, discrimination, and retaliation applies to all persons involved in the operation of See Monterey and prohibits unlawful discrimination, harassment, and retaliation by any team member of See Monterey, including managers, supervisors, coworkers, paid or unpaid interns, independent contractors, volunteers, members, guests, suppliers, and others doing business with See Monterey with whom team members come into contact during the course of their work for See Monterey.

See Monterey also prohibits abusive and hostile conduct in the workplace, which is conduct

undertaken with malice that a reasonable person would find hostile, offensive, and unrelated to See Monterey's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance.

In addition, this policy prohibits discrimination and harassment in the form of sexual favoritism, which occurs when individuals are qualified for but are denied an employment opportunity or benefit because the person who received the employment opportunity submitted to sexual advances or requests. Favoritism or preferential treatment in the terms and conditions of employment on the basis of sexual conduct, sexual attraction, appearance, and/or physical characteristics or attributes is also prohibited.

This policy also prohibits harassment and discrimination in the form of sex stereotyping. As used in this policy, the term "sex stereotype" means an assumption about a person's appearance or behavior, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex.

This policy prohibits discrimination and harassment against an individual who is transitioning, has transitioned, or is perceived to be transitioning. "Transitioning" in this context refers to a process some transgender people go through to begin living as the gender with which they identify, rather than the sex assigned to them at birth. This process may include, but is not limited to, changes in name and pronoun usage, facility usage, participation in employer- sponsored activities (e.g. sports teams, team-building projects, or volunteering), or undergoing hormone therapy, surgeries, or other medical procedures.

See Monterey's policy also prohibits retaliation of any kind against individuals who file complaints or who assist in See Monterey's investigation of a discrimination, harassment, or retaliation complaint.

#### Harassment Defined

Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with a team member's work performance. Sexual harassment is defined as any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature which (1) has been made either explicitly or implicitly a term or condition of an individual's employment, (2) is used as a basis for employment decisions such as promotions and benefits affecting such individual, or (3) substantially interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment. Harassing conduct can take many forms, but the most common forms may include, but are not limited to, the following:

- Verbal harassment such as slurs, vulgar or derogatory jokes, epithets, negative stereotyping, unwelcome remarks when directed at an individual based on a protected characteristic listed in this policy;
- Physical harassment such as physical interferences with normal work, assault,

impeding or blocking another's movement, unwelcome physical contact, staring at a person's body, physically interfering with normal work or movement, and threatening, intimidating or hostile acts when directed at an individual based on a protected characteristic listed in this policy;

- Visual forms of harassment such as offensive, derogatory, sexually oriented, or
  obscene photographs, calendars, posters, cards, cartoons, drawings and gestures,
  display of sexually suggestive or lewd objects, e-mail, computer graphics or
  images, unwelcome notes or letters, and any other written or graphic material that
  denigrates or shows hostility or aversion toward an individual, because of a
  protected characteristic, that is placed on walls, bulletin boards, or elsewhere on
  See Monterey's premises or circulated in the workplace; and
- Sexual favors, e.g., unwanted sexual advances, which condition an employment benefit upon an exchange of sexual favors.

Sexually harassing conduct may be either "quid pro quo" or "hostile work environment" sexual harassment.

- "Quid pro quo" (Latin for "this for that") sexual harassment is characterized by explicit or implicit conditioning of a job or promotion on an applicant or team member's submission to sexual advances or other conduct based on sex.
- "Hostile work environment" sexual harassment occurs when unwelcome comments or conduct based on sex unreasonably interfere with a team member's work performance or create an intimidating, hostile, or offensive work environment.

Sexual harassment need not be motivated by sexual desire. Sexual harassment can occur between any individuals, including harassment of women by men, of men by women, and same-sex and gender-based harassment. California law protects team members, paid or unpaid interns, independent contractors, volunteers, and third parties including but not limited to members, guests, visitors, vendors, suppliers, and others doing business with See Monterey. Harassers can be a superior, a subordinate, a coworker, or anyone in the workplace, including an independent contractor, contract worker, vendor, member, guest, or visitor.

# Reporting and Investigating Harassing, Discriminatory, and/or Retaliatory Conduct

Anyone who believes that the comments, gestures, or conduct of any manager, supervisor, coworker, paid or unpaid intern, independent contractor, member, guest, donor, vendor, supplier, volunteer, or other person doing business with See Monterey are harassing, discriminatory, retaliatory, or constitute misconduct in violation of this policy, is required to immediately report the facts of the incident verbally or in writing to the team member's supervisor and/or the Vice President of People & Operations,. Any harassing conduct, even a single incident, should be reported in accordance with this policy, so that any violation of this policy can be corrected promptly.

The team member's report may be verbal or written and should include details of the incident or incidents, names of the individuals involved, and names of any witnesses. No adverse action will

be taken against a team member who makes a report or cooperates in the investigation of a report of harassment, discrimination, or retaliation. Any supervisor who receives a complaint or report of harassment, discrimination, or retaliation must immediately report such complaint to the Vice President of People & Operations so that the complaint can be investigated in accordance with this policy. See Monterey will keep the complaint and investigation confidential to the extent possible.

See Monterey's policy is to have a qualified individual conduct a fair, prompt, thorough, and objective investigation of any complaint and provide all parties appropriate due process. See Monterey will document and track the investigation to ensure reasonable progress. At the conclusion of its investigation, See Monterey will evaluate whether harassment, discrimination, or retaliation has occurred based on the evidence collected. See Monterey will look at the totality of the circumstances, including the nature of the conduct and the context in which it occurred, and will determine appropriate options for remedial actions and resolutions where necessary. If it determines that harassment, discrimination, or retaliation has occurred, See Monterey will, as promptly as possible, communicate its findings, including the remedial action (if any) to be taken, to the accused and to the complainant, and, when appropriate, to any other person who is directly concerned. See Monterey will keep the complaint and investigation confidential to the extent possible.

## Corrective Action

If See Monterey determines that discrimination, harassment, or retaliation has occurred, See Monterey will take corrective or remedial action commensurate with the severity of the offense. This action may include disciplinary action against the person accused of discrimination or harassment, up to and including termination. See Monterey will also take steps as necessary in an effort to prevent any further harassment or discrimination.

#### Retaliation

No individual will suffer any reprisals or retaliation for reporting or making a complaint or for participating in any investigation of incidents of harassment, discrimination, or retaliation, or perceived harassment, discrimination, or retaliation.

## Additional Enforcement Action

See Monterey encourages all team members to report immediately any incidents of harassment, discrimination, retaliation, or misconduct prohibited by this policy so that complaints can be resolved promptly. In addition, affected individuals may direct complaints to the California Civil Rights Department (CRD) or the Equal Employment Opportunity Commission (EEOC). The CRD and the federal EEOC investigate and prosecute complaints of prohibited discrimination, harassment, and retaliation in employment. Team members who believe that they have been discriminated against or harassed or have been subjected to retaliation for resisting such behavior, or for complaining about it, or for participating in an investigation about a claim, may file a complaint with either of these agencies. The nearest offices are listed in the telephone book and online. Additionally, team members may access the CRD's sexual harassment online training courses at https://calcivilrights.ca.gov/shpt.

#### 2002 - Team Member Classifications

<u>Regular Team members</u>: Regular team members are those who are hired to work on a regular schedule. Regular team members may be classified as full-time or part-time.

<u>Full-Time Team members:</u> Regular full-time team members are those who are normally scheduled to work and who do regularly work a schedule of not less than 35 hours per week.

<u>Part-Time Team members:</u> Part-time team members are those who are normally scheduled to work and who do regularly work less than 35 hours per week. Part-time team members are eligible for some, but not all team member benefits described in this Handbook.

<u>Temporary Team members:</u> Temporary team members are those employed for short-term assignments, on a full-time or part-time basis. Short-term assignments will generally be for periods of 6 months or less; however, such assignments may be extended. Temporary team members are not eligible for team member benefits other than those required by law.

If a Temporary Team member transitions from the Temporary Team member status to a Regular Team Member, any time spent as a Temporary Team member will be counted towards the waiting period for health insurance benefit eligibility. If the time spent in a temporary status exceeds the standard waiting period for benefit eligibility, there will be no greater benefit available other than that of the standard benefit for any team member having met the benefit eligibility requirements.

<u>Inactive Status</u>: Team members who are on any type of leave of absence, work-related or non-work- related, that exceeds three months will be placed on inactive status. During the time the team member is on inactive status, no benefits, other than those required by law, will be earned and length of service will not continue to accrue except as required by law.

<u>Change in Status</u>: If a team member changes the team member's status on a non-temporary basis, the team member will be eligible for the level of benefits assigned to the applicable status and subject to the standard waiting period for benefit eligibility. Benefits levels are assigned based on the position status. Team members requesting a temporary change in status will not receive a higher benefit level than that of which is assigned to their regular position.

Non-Exempt Team members: Non-Exempt Team members receive hourly pay, meal and rest periods, and overtime pay in accordance with applicable laws.

Exempt Team members: Exempt team members are those team members not covered by the overtime provisions of state and federal law and are therefore not eligible for overtime pay. Such team members are typically salaried team members, such as managers, supervisors, and administrators who meet the requirements for exempt status under state and federal law. You will be informed if you are employed in an exempt position.

#### 2003 – Personnel Records

Personnel records are maintained by See Monterey and are the property of See Monterey. Team members and former team members may review and request a copy of personnel records relating

to a team member's own performance or to any grievance concerning the team member that is in the team member's own personnel file, in addition to the team member's payroll records and itemized wage statements. Team members may also request and receive a copy of any employment related documents they have signed. Please speak with a Human Resources representative to request to review your personnel file in order to arrange a mutually convenient time to do so. In addition, you may receive a copy of your personnel and payroll records, subject to certain limitations and your agreement to pay the copying costs. Documents in the personnel file may not be altered or removed by the team member. Personnel records are confidential, and access is limited to team members who require access to perform their job functions.

We also ask that you keep the information in your personnel file updated, and that you please inform the Human Resources Department if you have a change in name, address, or any other important personal information.

## 2004 - Open-Door Policy

See Monterey promotes ongoing, open communication between its team members and its management. We believe that good communication is essential to the well-being of See Monterey and its team members, and that problems, questions, concerns and/or complaints that are left unresolved can have a negative impact on our work environment. If you have a question, concern, or complaint of any kind, you are urged to immediately bring it to the attention of your supervisor, manager, the Vice President of People & Operations, or the President & CEO.

This policy does not apply to claims involving sexual harassment or other forms of unlawful harassment or discrimination, or to whistleblower concerns. Such claims should be reported immediately as stated above in the *Discrimination*, *Harassment*, and *Retaliation Prevention* policy or the *Whistleblower* policy.

This policy is not intended to interfere with team members' rights to participate in concerted activity such as communicating with their co-workers regarding their wages, hours, or terms and conditions of employment, or with any other rights protected under the NLRA.

#### 2006 – Performance Evaluations & Conversations

Our success as a premier Destination Marketing Organization stems largely from the individual contributions of our team members. An important element in maintaining this success and helping you develop professionally is the feedback you receive from your supervisor about your performance on the job. Equally as important is the feedback we received from you about your job and work environment.

Performance evaluations and check in conversations will generally be conducted at least annually. Performance evaluations will generally occur on or around the end of the fiscal year. The frequency of check in conversations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

These conversations will be conducted by your supervisor who will discuss various items with you. Your check in conversations may review factors such as the quality and quantity of the

work you perform, your knowledge of the job, your initiative, and your attendance & punctuality. In addition, these check in conversations will focus on the future by helping you establish career goals and determine the steps you will take to achieve them.

Positive check in conversations do not guarantee increases in salary, promotions, or continued employment. Salary increases and promotions are solely within the discretion of See Monterey and depend upon many factors in addition to performance. Employment is at the mutual consent of you and See Monterey. Accordingly, either you or See Monterey can terminate the employment relationship at-will, at any time, either with or without cause or advance notice.

During the check in conversation, you will also be given the opportunity to provide your comments and feedback.

## 2008 – Employment of Relatives

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and team member morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

Relatives of persons currently employed by See Monterey may be hired only if all of the following criteria apply:

- 1. They will not be working directly for or supervising a relative. This condition applies to any relative, higher or lower in the organization, who has the authority to review or affect employment decisions; and
- 2. Employment would not have the potential for creating an adverse impact on work performance; and
- 3. Employment does not create either an actual conflict of interest or the appearance of a conflict of interest.

If team members become relatives after employment begins and a supervisory relationship is created as a result, See Monterey will attempt to find a suitable position within See Monterey to transfer one of the team members. If such a transfer or reassignment is not available, the individuals concerned will decide which one of them will resign. If the affected team members do not make a decision within 30 calendar days of See Monterey's direction to the team members, the President & CEO will decide. In other cases where a conflict of interest or the potential for conflict of interest arises, even if there is no supervisory relationship involved, you may be separated by reassignment or terminated from employment.

For the purposes of this policy, relatives are defined to include spouses, parents, children, brothers, sisters, brothers- and sisters-in-law, fathers- and mothers-in-law, grandparents, grandchildren, stepparents, stepsisters, and stepchildren. This policy also applies to individuals whose relationship with you is similar to that of persons who are related by blood or marriage (i.e., not related but who share residence), and to close personal relationships.

#### 2009 - Conflicts of Interest

Team members are required to devote their best efforts and attention to the full performance of their jobs. Team members are required to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between the team member's personal interests and the interests of See Monterey. A conflict of interest exists when the team member's loyalties or actions are divided between See Monterey's interests and those of another, such as competitor, supplier, member, or vendor. Both the fact and the appearance of a conflict of interest should be avoided. Team members unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their manager, VP of People & Operations, or the President & CEO for clarification. Any exceptions to this guideline must be approved in writing by the President & CEO.

This policy does not attempt to describe all possible conflicts of interest that could develop. Some of the more common conflicts from which team members should refrain, however, include, but are not limited to the following:

- Working for a competitor, supplier, or See Monterey partner organization.
- Engaging in self-employment in competition with See Monterey;
- Using proprietary or confidential information for personal gain or to See Monterey's detriment;
- Using See Monterey assets or labor for personal use;
- Conducting personal business with Members of See Monterey, depending upon the circumstances;
- Soliciting co-workers or See Monterey's Members or guests to purchase goods or services for any non-See Monterey-related purpose;
- Engaging in a romantic relationship with a manager or subordinate.

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Team members may engage in outside employment. However, team members who work another job will be held to See Monterey's standards of attendance and performance.

#### 2010 – Return of Property

At all times during the employment relationship, equipment and supplies furnished to team members by See Monterey remain the sole property of See Monterey. Keys, Parking Garage Pass, written materials, and all other See Monterey property must be turned in to your manager or the Human Resources Department on or before the team member's last day of work.

Failure to return equipment and supplies may result in ineligibility for rehire.

#### 2011- Whistleblower Policy

See Monterey is committed to lawful and ethical behavior in all of its activities and requires its Board, Officers, Directors, employees, interns, and volunteers to act in accordance with all applicable laws, regulations, and policies and to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. It is the responsibility of See Monterey's Board members, Officers, Directors, and team members to report information which comes to their attention concerning actual or suspected violations of law or of the adopted policies of See Monterey.

The purpose of this whistleblower policy is to establish policies and procedures to prevent or detect and correct improper activities; encourage each See Monterey Board member, Officers, Directors, and employees to come forward with credible information concerning suspected illegal practices or violations of See Monterey's policies; to protect the reporting individual(s) from retaliatory action; and to identify where such information can be reported. All such reports should be submitted in accordance with this Whistleblower Policy.

# "Whistleblower" Defined.

A "whistleblower" is a team member who discloses information of suspected violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation to a government or law enforcement agency, See Monterey's President & CEO, a person with authority over the team member, or to another team member with authority to investigate, discover, or correct the noncompliance; or who provides information to or testifies before a public body conducting an investigation, hearing, or inquiry. A team member is a "whistleblower" only if the team member has reasonable cause to believe the information discloses a violation of a state or federal statute, a violation or noncompliance with a local, state, or federal statute, rule, or regulation, or unsafe working conditions or work practices in the employee's employment or place of employment.

A "whistleblower" can also be a team member who refuses to participate in an activity that would result in a violation of or noncompliance with a local, state, or federal statute, rule, or regulation.

## No Retaliation

No Board member, Officer, Director, or employee who in good faith reports a suspected violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation shall suffer harassment, retaliation or adverse employment consequence from See Monterey. A team member who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

# **Reporting Violations**

A report of an actual or suspected violation of law or See Monterey policy may be made to any supervisor or manager, the VP of People & Operations, or the President & CEO. The whistleblower is not responsible for investigating the reported activity or for determining fault or corrective measures; See Monterey and/or its designees are charged with these responsibilities. Upon receipt of a report, a supervisor or manager shall communicate the report to the President & CEO, who has specific and exclusive responsibility to investigate all reported violations.

Team members must exercise sound judgment to avoid baseless allegations. A team member who intentionally files a false report of wrongdoing will be subject to discipline, up to and including termination of employment.

An employee who has information regarding possible violations of state or federal statutes, rules, or regulations, or violations of fiduciary responsibility, may also call the California State Attorney General's Whistleblower Hotline at 1-800-952-5225.

## Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Because it is impossible to seek additional information from a reporting individual about anonymous reports, it is essential that such reports contain as much specific information as possible. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation

## CHAPTER 3 – WORK SCHEDULES AND WORKING CONDITIONS

#### 3001 - Work Schedules

Our standard workweek begins at 12:00 a.m. Sunday and ends at 11:59 p.m. the following Saturday. A workday is defined as a consecutive 24-hour period that begins at 12:00 a.m. each day.

See Monterey's work schedule is designed to provide staff members with flexibility and work-life balance while ensuring that our office is adequately staffed during business hours.

#### **Standard Business Hours**

Our standard business hours are Monday through Friday, 8:30 AM - 5:00 PM.

#### Flexible Start Time

Staff members have the flexibility to choose their start time within the following parameters:

Earliest start time: 7:30 AM Latest start time: 9:30 AM

#### **Hybrid Work Policy**

#### **In-Office Days**

Staff members are required to work from the office on Mondays and Wednesdays.

These in-office days are designed to promote collaboration, teamwork, and face-to-face interaction among staff members.

If a staff member needs to miss an in-office day, they must notify their manager in advance and provide a reason. Approval must be granted.

## **Remote Workdays**

Staff members are allowed to work from home two (2) days per week. Remote workdays can be Tuesday, Thursday and/or Friday.

Remote work arrangements may be adjusted or modified as needed to ensure the organization's operational requirements are met. Out of state remote work arrangements may be approved in certain circumstances.

Team members working remotely are required to work their regular work schedule, and devote their full time and attention to their employment responsibilities during remote work hours. Team members must communicate with their supervisors about any problems or issues they experience with performing remote work. See Monterey requires team members to demonstrate professionalism in conducting videoconference meetings and in all other aspects of employment. Professional attire and conduct are required to the same extent as if team members were working in the office. Office hours, work schedules and hybrid workdays may be amended at any time. Team members will be notified of any changes to the policy.

The exact hours and/or days that you may be scheduled to work will depend on the requirements of your department and may vary from time to time. Each team member's supervisor will advise the team member regarding the team member's specific working hours. Team members are responsible for reviewing their work schedules daily. Punctual and consistent attendance is a condition of employment and an essential function of every team member's job as further articulated in See Monterey's Attendance and Punctuality policy. Any change to a team member's schedule must be approved in advance by the team member's manager. Failure to obtain such approval may subject a team member to discipline, up to and including termination of employment.

Team members who are authorized to work remotely must assure See Monterey that they can safely and efficiently perform all their duties and responsibilities. They must maintain their work areas free of all dangers, safety hazards, and risks that could endanger themselves, their family members, or others. Team members may not use furniture or work aids that may pose a risk of injury, including but not limited to footstools, balancing devices, or trampolines without the written permission of See Monterey.

Team members working remotely must also agree to take all steps necessary to safeguard and protect all property, equipment, and confidential, sensitive, and propriety information of See Monterey. Steps include a secure internet connection with a complex password, locked file cabinets and desks, regular password maintenance, and other measures appropriate for the employee's job and the work environment. Team members are responsible for safeguarding the security of their remote access login and password information and they may not share such information with anyone except See Monterey.

On a case-by-case basis, See Monterey will determine, with information supplied by the team member and the team member's supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines and other office equipment) for each remote work arrangement. See Monterey accepts no responsibility for damage or repairs to team member-owned equipment. See Monterey reserves the right to make determinations as to

appropriate equipment, subject to change at any time. Equipment supplied by See Monterey is to be used for business purposes only. See Monterey will reimburse the team member for business-related expenses, such as home internet, use of a personal computer, and cell phone costs, that are reasonably incurred in carrying out the team member's job. Team members must immediately notify See Monterey if any of its equipment is lost or stolen. Upon termination of employment and/or the team member's need for such equipment, the team member will return all See Monterey's equipment to See Monterey.

Non-exempt team members who are authorized to work remotely must comply with all record-keeping requirements and must accurately record all working time using See Monterey's time-keeping system. Team members must also take meal and rest periods in accordance with applicable legal requirements and See Monterey policies. Team members are relieved of all duty during such meal and rest periods and must not answer phone calls, emails, text messages, or perform any See Monterey work during such periods. Team members are required to notify their supervisor immediately if they are unable to take a timely meal or rest period of if one of their meal or rest periods are interrupted.

When working remotely, team members must comply with all See Monterey rules, policies, practices, agreements, and instructions as outlined in See Monterey's policies, procedures, and handbooks. This includes all policies regarding the internet, telephones, email, information systems, confidential information, solicitation and distribution, timekeeping, meal and rest periods, any other policy governing your employment relationship with See Monterey

In accordance with California law, team members are entitled to one day of rest in seven.

#### 3002 – Attendance and Punctuality

Attendance and punctuality are essential functions of every position at See Monterey. See Monterey recognizes that, on occasion, team members may be absent from work. In such cases, you must personally contact your supervisor at least one (1) hour prior to your scheduled starting time for absences. If unable to reach your direct supervisor, you should contact your department head or human resources. Absences of more than one day must be reported daily unless other arrangements have been made with your supervisor. Team members may be disciplined for failing to follow the notification procedure.

Excessive or patterned absenteeism, failing to notify your supervisor with sufficient notice prior to a non-emergency planned absence (such a medical appointment) or chronic tardiness can result in disciplinary action up to and including termination. "Excessive" generally means 5 or more absences and/or instances of tardiness within any 6-month period.

If a team member fails to report to work for 2 consecutive days without notifying the team member's supervisor or VP of People & Operations, the team member will be presumed to have voluntarily resigned from their employment with See Monterey. If a team member is out on a legally protected absence, such as jury duty or sick leave, for 2 consecutive days without notifying the team member's supervisor, the team member will not be presumed to have resigned from employment, but the team member may be disciplined for failing to notify See Monterey of the legally protected absence as required by See Monterey policy.

## 3003 – Rest and Recovery Periods

All non-exempt team members who work at least 3½ hours in a workday will be provided and receive an off-duty, paid 10-minute rest period for each four hours worked or major fraction thereof. Pursuant to this policy, team members who work more than six 6 hours in a workday are provided a second off-duty, paid 10- minute rest period. The paid rest periods may not be combined with the meal period nor may they be used to make up for reporting to work late or to leave early. Rest periods should be taken as close as possible to the middle of the four-hour work period. Supervisors have the discretion to ask a team member to take a later rest period as necessary to meet staffing requirements. This policy applies to non-exempt team members who work remotely and who work in See Monterey's office.

Rest periods are paid and counted as time worked, and therefore should not be recorded on your timecards. Rest periods are intended to provide team members an opportunity for rest and relaxation and are always provided to team members. Accordingly, team members are entirely relieved from duty during their rest periods. Rest periods should be enjoyed away from team member work areas, and team members are not permitted to perform any duties during rest periods. Team members are free to leave the premises during rest periods.

If any non-exempt team member believes that the team member is unable to take the team member's rest period or is not being permitted to take a rest period as required by this policy, that team member must contact the team member's manager or the VP of People & Operations immediately. Failure to do so may subject the team member to discipline.

Team members who work outdoors where the temperature exceeds 80 degrees or indoors when the weather is hot or exceeds 82 degrees are entitled to paid heat recovery rest breaks as needed and requested. Team members should request a heat recovery break any time the team member needs to rest due to heat. Heat recovery breaks are not limited to ten minutes and may be taken as needed to prevent heat related illness.

#### 3004 – Meal Periods

Non-exempt team members who work more than 5 hours in a workday will be provided and receive an unpaid, off- duty meal period of at least 30 minutes which must begin before completing 5 hours of work in a workday. Non-exempt team members who work more than 10 hours in a workday will be provided a second meal period of at least 30 minutes, which must begin before the completion of the tenth hour of the team member's shift.

Any team member who works at least 5 hours but no more than 6 hours in a workday may waive the team member's meal period by mutual consent of See Monterey and the team member. Any team member who works more than 10 hours but fewer than 12 hours in a workday may waive the team member's second meal period by mutual consent of See Monterey and the team member, so long as the team member did not waive the team member's first meal period of the workday. a team member who wishes to waive meal periods pursuant to this policy should speak to their supervisor and obtain a meal period waiver form. This policy applies to non-exempt team members who work remotely and who work in See Monterey's office.

Meal periods are intended to provide team members an opportunity for rest and relaxation and are always provided to team members. Accordingly, team members are entirely relieved from duty during their meal periods and are allowed to leave the premises. Team members are not permitted to perform any duties during meal periods. Meal periods cannot be taken at the beginning or end of shifts in order to arrive to work late or leave work early.

If any non-exempt team member believes that the team member is unable to take the team member's meal period(s) or is not being permitted to take a meal period as required by this policy, that team member must contact the team member's manager or the VP of People & Operations immediately. Failure to do so may subject the team member to disciplinary action. Any non-exempt team member who is required to work through some or all of a 30-minute meal period, or who is required to take a late meal period, is required to inform the team member's supervisor or the VP of People & Operations of the instance in writing the day the meal period is missed or is late.

All team members are required to clock out and back in on their time records at the beginning and ending times of their meal periods. All team members are required to inspect their time punches and verify their accuracy. If there is an error in any time punch the team member is required to correct the time punch error via See Monterey's time and attendance system.

All non-exempt team members are required to comply with this meal period policy. Violations of this policy may result in disciplinary action, up to and including possible termination of employment.

## **3005 – Timekeeping Requirements**

All non-exempt team members must accurately record the time that they worked. Team members must use the specified Web or mobile application to clock in and out at the beginning and end of their shift, clock out when going on their meal period and clock back in after the meal period. Team members must also record the beginning and ending time of any split shifts or departure from work for personal reasons. Team members should start working and clock in at their scheduled start time unless instructed by their supervisor to clock in earlier or later than their scheduled start time. Team members are not permitted to work off the clock. The time that team members clock-in and clock- out will serve as a permanent record of time worked. Errors in timekeeping must be corrected by the team member in the same pay period in which the error occurred.

Altering, falsifying, or tampering with time records, and/or repeated failure to clock-in and clock-out for the beginning or ending of a shift and/or meal periods according to See Monterey's policy, may result in disciplinary action, up to and including termination of employment. Exempt team members are required to report full days of absence from work for reasons such as leaves of absence, sick leave, or personal business.

No team member is permitted to clock in or out for another team member, and such an offense will be grounds for disciplinary action, up to and including termination of employment.

## 3006 – Paydays and Deductions

All team members are paid every other Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period. Team members can pick up their paychecks and/or paycheck stubs in their department after 9:00 a.m. on payday. Paychecks will not be issued early for any reason and may not be cashed on See Monterey's premises.

Certain deductions required by law will be made from your pay, including deductions for federal, state, and local withholding taxes, social security, and state disability. Other deductions may be authorized by the team member or required by law. Every paycheck includes an itemized list of payroll deductions.

#### **3007 – Overtime**

Overtime pay will be paid according to the applicable Federal and California State laws classified by the type of work performed on a regular basis. Team members who qualify as administrative, executive, or professional team members within the meaning of the state and federal wage and hour laws are exempt from overtime pay and are not subject to this policy. Non-exempt team members qualify for overtime pay.

If, during the week, you were paid for hours that you did not work (e.g., because of a job-related injury or time off with pay), those paid hours will not be counted as hours worked for the purpose of calculating overtime pay.

All overtime hours must be approved in advance by your supervisor.

#### 3008 – Expense Reimbursement

See Monterey reimburses its team members for all reasonable business expenses incurred in the course of employment as required by law. Pursuant to this policy, See Monterey reimburses its team members for purchases made at the request of See Monterey, and reimburses its team members for mileage incurred using their personal vehicles for work-related travel at the current IRS standard mileage rate. Travel from the team member's home to the team member's regular worksite, and from the team member's regular worksite to the team member's home is not considered work-related travel; it is considered a normal commute for which no mileage is paid. Team members are authorized to use their personal cell phones for business and will be reimbursed a reasonable amount for business use of the personal cell phone.

Team members who work remotely are reimbursed a reasonable amount for business use of personal equipment and expenses associated with remote work. Team members may not make work-related purchases or engage in work-related travel without prior written authorization from the team member's supervisor. Team members shall keep track of work- related expenses and save all business expense receipts and shall submit them to the Finance Department for reimbursement. Please submit documentation of your expenses, at least monthly as you incur authorized reimbursable expenses.

#### 3009 - Gifts and Gratuities

See Monterey is committed to maintaining the highest standards of integrity and ethics in all aspects of our business. This policy outlines the guidelines for team members regarding gifts, gratuities, bribes, and solicitation to ensure that we conduct our business in a fair, transparent, and compliant manner.

Team members are not permitted to accept gifts from customers, suppliers, or other third parties that could be perceived as influencing their decision or action. Gifts of nominal value, such as pens or promotional items, are acceptable, but gifts of significant value, such as cash or expensive meals, are not acceptable and must be declined or returned to the giver. Team members must report any gifts received to their supervisor or VP of People & Operations.

Gratuities, or small payments for services rendered, are not permitted to be solicited or accepted from customers or other third parties. However, team members may accept gratuities that are voluntarily offered by customers if they are of nominal value and do not influence their decision or action. Bribes, or offers made to influence a team member's decision or action, are strictly prohibited, and must be reported to your supervisor or VP of People & Operations immediately.

Solicitation of gifts, gratuities, or bribes from customers, suppliers, or other third parties is also strictly prohibited. Any request or demand for a gift, gratuity, or bribe must be declined and reported to your supervisor or VP of People & Operations. Failure to comply with this policy may result in disciplinary action, up to and including termination of employment. Team members who are found to have solicited or accepted bribes may also be subject to prosecution under applicable laws.

## 3010 – Termination of Employment

Employment termination may be voluntary or involuntary. Termination is voluntary if a team member (1) elects to resign; (2) fails to return to work as scheduled from an approved leave of absence; or (3) fails to report to work without notice to See Monterey for 2 consecutive days, provided that the absences are not legally protected absences such as time off taken pursuant to the Healthy Workplace, Healthy Family Act of 2014. If you decide to voluntarily resign, it is requested, but not required that you give two weeks advance notice to your supervisor. A Resignation Form is available through your supervisor or the VP of People & Operations. A team member may be terminated involuntarily by See Monterey for any reason, with or without cause, and with or without prior notice. Involuntary termination may also occur as a consequence of reorganization, job eliminations, and economic downturns in business, or lack of work.

Team members who leave See Monterey for any reason may be asked to participate in an exit interview. The purpose of this interview is to assess both the positive and negative aspects of your employment experience with See Monterey. We encourage you to use this opportunity to share any insights or recommendations you may have concerning See Monterey operations. The information obtained in the exit interview is confidential and will be disclosed only to the appropriate personnel. At the time of separation from See Monterey for any reason, team

members are required to return all See Monterey- furnished property, including equipment, and keys.

Team members will be paid all wages plus any accrued but unused PTO and floating holiday(s) through the day of termination of employment. If See Monterey terminates your employment, See Monterey will give you your final paycheck that day. When resigning without notice See Monterey will mail your check to you within 72 hours unless the VP of People & Operations receives different direction from you. When resigning with at least 72 hours' notice, See Monterey will give you your final check the last day that you work.

# 3011 - Rehire Eligibility and Service Recognition

See Monterey will consider rehire of former team members who voluntarily left employment or were laid off due to business needs. Team members who were part of an involuntary reduction in force, as well as those team members who voluntarily resigned, will be eligible for rehire if they had a satisfactory work record while employed by See Monterey.

If a former team member is rehired within 12 months of the team member's termination date, and the team member worked at least 1,000 hours in the 12 months prior to the team member's termination, the team member's seniority and eligibility to participate in See Monterey's benefit plans will be bridged if allowed by the terms of the applicable plan document. A team member who meets these requirements will be permitted to participate in team member benefit programs as if no break in service had occurred, if allowed by the terms of the applicable benefit plan. Service recognition will include PTO accrual rate and other benefits in accordance with the terms of the applicable benefit plan documents.

If a former team member is rehired more than 12 months after the team member's termination date, the team member will be considered a new team member and will not be eligible for prior service recognition for seniority or benefit plan participation purposes.

## CHAPTER 4 – STANDARDS OF CONDUCT

#### **4001 – Code of Conduct**

See Monterey's Code of Conduct and Standards of Conduct policies listed in this Chapter 4 are intended to promote the legitimate and substantial business interests of See Monterey including compliance with California and federal laws including laws prohibiting harassment, discrimination, retaliation and abusive conduct, and clearly communicating to team members and others the workplace rules concerning behaving cooperatively, respectfully, professionally, and ethically, to promote a safe and efficient workplace for all team members, to comply with conflict of interest laws and protect the interests and property of team members and See Monterey. See Monterey's Code of Conduct and Standards of Conduct policies are *not* intended to interfere with or burden team members' right to participate in concerted activity, such as communicating with their co-workers regarding their wages, hours, or terms and conditions of employment, or with any other rights protected under the National Labor Relations Act (NLRA). If any employee believes this policy or any of See Monterey's policies contained in this Handbook would interfere with any team members' protected rights under the NLRA, the

employee is encouraged—but not required—to contact the Vice President of People & Operations and/or the President & CEO so that they can explain the policy's purpose and See Monterey's desire to not interfere with team members' protected rights.

By accepting employment at See Monterey, you have a responsibility to See Monterey and to your co-workers to adhere to certain rules of behavior and conduct. All team members are required to work in a respectful and cooperative manner with co-workers clients, members, vendors, partners, board of directors, and the public. Although it is impossible to compile a complete list of all types of prohibited conduct or unacceptable performance, the non-exhaustive list below provides examples of conduct that are not permitted and may result in disciplinary action, up to and including termination of employment. Other types of conduct that threaten security, personal safety, team member welfare, or See Monterey's operations are also prohibited. Please be aware that conduct not specifically listed below but which adversely affects other team members, members, vendors, clients, partners, or board of directors may result in appropriate disciplinary action, up to and including termination of employment.

## See Monterey strictly prohibits the following conduct:

- 1. Insubordination, including disrespectful, uncooperative, aggressive or abusive conduct toward a supervisor;
- 2. Possession, distribution, sale, transfer, use, or being under the influence of alcohol or drugs during work hours, on See Monterey property, while conducting See Monterey business, or while operating a See Monterey vehicle in violation of See Monterey's Alcohol and Drug-Free Workplace policy. "Drugs" includes federally illegal drugs, controlled substances, or any other mind-altering substances;
- 3. Failure to submit to an inspection by management of personal items or See Monterey property such as clothing, lunch boxes, handbags, etc.;
- 4. Falsifying, altering, or making material omission or erroneous entries on an employment application, expense reports or See Monterey records;
- 5. Release or dissemination of confidential information and trade secrets about See Monterey or See Monterey members, vendors, or partners;
- 6. Misrepresenting yourself or your role with See Monterey;
- 7. Failing to punch in and out for work and meal periods;
- 8. Altering, falsifying, or destroying any timekeeping record or failing to report all hours worked;
- 9. Sleeping, or giving the appearance of sleeping, on the job;
- 10. Misusing, destroying, or damaging property of See Monterey, a fellow team member, or anyone present on See Monterey property;
- 11. Theft or unauthorized removal or possession of property from See Monterey, a fellow team member, or anyone present on See Monterey property;
- 12. Gambling in any form on See Monterey premises;
- 13. Using profane, abusive, derogatory, disrespectful, aggressive, or unethical language while

- on See Monterey time or property;
- 14. Discrimination, harassment, including sexual harassment, or retaliation in any form. Failure to report any incident of sexual harassment or violation of See Monterey's Harassment, Discrimination and Retaliation Prevention policy;
- 15. Failing or refusing to cooperate, or providing false or misleading information, on any See Monterey investigation;
- 16. Possession of firearms, weapons, or any other hazardous or dangerous device on See Monterey property or at a See Monterey sponsored event;
- 17. Provoking or engaging in a fight or other workplace violence on See Monterey property or at a See Monterey sponsored event, including, but not limited to, physical threats and assaults, physical battery, verbal assaults, intimidation/bullying, coercion, threats, and talk of violence;
- 18. Violating safety or health rules or practices, or engaging in conduct that creates a safety or health hazard;
- 19. Failure to report a work-related accident or illness;
- 20. Socializing on duty; failing to devote your best efforts to your job;
- 21. Unsafe or improper use or operation of See Monterey vehicles or of private vehicles while on See Monterey property;
- 22. Willfully defacing See Monterey property or other acts of vandalism;
- 23. Conducting personal business or soliciting contributions for charitable organizations, on See Monterey time and property, without prior approval of management;
- 24. Absenteeism or tardiness in violation of See Monterey's Attendance and Punctuality policy;
- 25. Accepting, soliciting, or in any manner indicating a desire for gratuities from a member or guest;
- 26. Failure to observe meal period requirements
- 27. Committing or failing to report to management acts of dishonesty, including violations of See Monterey policies, federal and/or state laws;
- 28. Failure to comply with See Monterey standards of conduct and behavior when representing See Monterey, either on or off See Monterey property, on or off duty; or
- 29. Violation of any See Monterey policy, including policies described in this Handbook, as revised from time to time.

See Monterey considers work rules, guidelines, and work performance important responsibilities. They are essential to the efficient operation of See Monterey's business and ensure that team members work together effectively. When these rules and guidelines are not followed, or a team member's work performance is below See Monterey standards, team members may be subject to disciplinary action, up to and including termination of employment.

Nothing in this policy is intended to alter the at-will status of employment with See Monterey.

Either you or See Monterey may terminate the employment relationship at any time with or without cause and with or without prior notice.

# **4002 – Personal Appearance**

When team members are at work or on See Monterey business, they are representatives of See Monterey and are required to present a positive and professional appearance. See Monterey requires that all team members observe good habits of grooming and that they present a clean and neat appearance. We also require that all team members dress conservatively, in good taste, and according to the requirements of their position. You should direct questions about dress and appearance standards to your supervisor for guidance.

See Monterey recognizes the importance of individual gender expression and gender identity. See Monterey will reasonably accommodate a team member's gender expression and gender identity in terms of workplace attire and grooming, unless such accommodation is precluded by business necessity. See Monterey will also reasonably accommodate team members' religious dress or grooming practices, as well as traits historically associated with race (including hair texture and protective hairstyles). If you have any questions as to what constitutes proper attire for your position, you should discuss the matter with your supervisor or the VP of People & Operations.

This policy is not intended to interfere with team members' rights to participate in concerted activity such as communicating with their co-workers regarding their wages, hours, or terms and conditions of employment, or with any other rights protected under the NLRA.

## 4003 – Drug- and Alcohol-Free Workplace

See Monterey recognizes the importance of maintaining a safe, efficient, and healthy work environment for its team members, members, and the public and is committed to providing an alcohol- and drug-free work environment. In keeping with this commitment, See Monterey has adopted this policy to ensure that team members perform their duties safely, efficiently, and in a manner that protects team members, co-workers, members, and the public. Being under the influence of any drug and/or alcoholic beverage on the job poses serious risks to the health and safety of team members, members, and others conducting business with See Monterey. See Monterey has therefore adopted a strict policy regarding the use or possession of drugs or alcohol while on the job, at See Monterey events, or on See Monterey property. All team members must adhere to the rules stated in this policy. Any violation of this policy may result in disciplinary action, up to and including termination of employment.

## **Prohibited Conduct**

See Monterey's drug- and alcohol-free workplace policy strictly prohibits the unlawful manufacture, distribution, dispensing, use, possession, sale or attempted sale, or purchase of alcohol, drugs, including marijuana used recreationally or medically, or controlled substances while on duty, at See Monterey events, or on See Monterey property. "Controlled substance" means those substances defined as such by the federal Controlled Substances Act, and includes marijuana, even if medically prescribed or used for recreational purposes.

Legally prescribed medications, other than marijuana, are excluded from this rule and permitted only to the extent that the use of such medications does not adversely affect the team member's work ability, job performance, or the safety of that individual or others. However, if there is a reasonable suspicion that a team member's use of prescription or non-prescription drugs adversely affect the team member's work ability, job performance, or the safety of that individual or others, the team member may be suspended from work to determine if the use of such medication limits the team member's ability to safely perform the essential functions of the team member's job.

See Monterey or its partners may provide alcohol for consumption at certain events (e.g., social functions, vendor events). The modest consumption of alcohol at these events does not violate this policy so long as it does not result in the team member being under the influence thereof or impaired thereby.

## **Policy Enforcement**

In order to promote a safe, productive, and efficient workplace, See Monterey reserves the right to inspect desks, boxes, packages, lunch boxes, purses, briefcases, backpacks, containers, and other objects brought onto See Monterey's property or vehicles that might conceal alcohol, marijuana, and/or illegal drugs. Failure to cooperate with a requested inspection may result in immediate termination of employment.

See Monterey reserves the right to take all appropriate and lawful actions where there is reasonable cause to believe a team member has violated its drug- and alcohol-free workplace policy. When a team member's behavior causes reasonable suspicion that the team member may be impaired by drugs or alcohol and unable to safely perform the team member's job, or therefore may pose a risk to See Monterey's team members, members, or the public, the team member may be suspended pending an investigation.

# 4004 – Smoking & Vaping

See Monterey is a smoke-free facility. There is to be no smoking in any buildings at any time. Smoking is not allowed while working. This policy covers the smoking of any tobacco product and the use of oral tobacco products, chewing tobacco, and e-cigarettes and other nicotine-delivery devices, such as vaporizers.

Any violation of this policy may result in disciplinary action, up to and including termination of employment.

## 4007 – Driving on See Monterey Business

Team members who choose to drive a vehicle (personal, leased, or otherwise) on any See Monterey business must adhere to all California traffic regulations, including the wearing of a seat belt, as well as having a valid a driver's license, a good driving record as defined by See Monterey's insurance carrier and liability insurance which meets our insurance carriers requirements. Failure to demonstrate compliance with these requirements may result in

disciplinary action up to and including termination of employment.

Team members will be reimbursed for mileage incurred for work-related travel in their privately owned automobiles when such travel is required for their work. For further information, please refer to Policy No. 3008, Expense Reimbursement.

## **4008 – Confidentiality**

During their term of employment with See Monterey, team members may have access to and become acquainted with information of a confidential, proprietary, intellectual, or secret nature, which is or may be related to the present or future business of See Monterey, its research and development, its business practices and/or the business of its members, and/or confidential information concerning See Monterey's team members, members, clients and vendors. Examples of intellectual property, confidential and proprietary information include See Monterey's trade secrets, trade names, devices, processes, compilations of information, records, specifications, member lists, personal team member information, sales and marketing plans and strategies, financial information, supplier and vendor data, and any other information regarding members, clients, or vendors. Team members shall not disclose, directly or indirectly, any of the above-mentioned trade secrets, intellectual property, or confidential or proprietary information, or use them in any way, either during the term of their employment or at any time thereafter, except as is required in the course of employment with See Monterey. See Monterey will vigorously pursue all legal and equitable remedies to protect its intellectual property, confidential and proprietary information, and trade secrets.

Our goal is to conduct our business in a manner that promotes loyalty to See Monterey and provides all team members with a successful, dynamic place to work, and that promotes a team approach to business. Any violation of this policy will subject a team member to disciplinary action up to and including termination.

This policy is not intended to interfere with team members' right to participate in concerted activity such as communicating with their co-workers regarding their wages, hours, or terms and conditions of employment, or with any other rights protected under the NLRA.

#### 4010 - Media Contact

Team Members may be approached for interviews or comments by the news media. All requests for interviews or comments by the news media should be forwarded to the Director of PR, Vice President of Marketing and or the President and CEO immediately.

If team members are approached or contacted via phone for interviews or comments by the news media, they must decline. Only "contact" people designated by the President & CEO of See Monterey may comment on See Monterey policy or events that have an impact on See Monterey.

## **4011 – Solicitation/Distribution**

See Monterey's Solicitation/ Distribution policy is intended to promote the legitimate and substantial business interests of See Monterey including reducing distractions in the workplace and promoting productivity. This Solicitation/Distribution policy is *not* intended to interfere

with or burden employees' right to participate in concerted activity, such as communicating with their co-workers regarding their wages, hours, or terms and conditions of employment, or with any other rights protected under the National Labor Relations Act (NLRA). If any employee believes this policy or any of See Monterey's policies contained in this Handbook would interfere with any employee's protected rights under the NLRA, the employee is encouraged—but not required—to contact the Vice President of People & Operations and/or the President & CEO so that they can explain the policy's purpose and See Monterey's desire to not interfere with employees' protected rights.

To ensure efficient operation of See Monterey's business and to prevent disruption to employees, See Monterey does not allow solicitation or distribution of materials for any purpose during their working time. In addition, team members may not distribute material at any time, for any purpose, in working areas.

Working time includes the working time of both the team member doing the soliciting and distributing and the team member to whom the soliciting and distribution is being directed. Working time does not include rest and meal periods. Team members who have questions should ask their supervisor for clarification.

# CHAPTER 5 – USE OF ELECTRONICS, INTERNET, AND EQUIPMENT

See Monterey's Use of Electronics, Internet, And Equipment policies in Chapter 5 of this Handbook are intended to promote the legitimate and substantial business interests of See Monterey including protecting and preserving See Monterey's computer resources and communicating acceptable use of See Monterey's computer resources. The Electronic Communications policies are not intended to interfere with or burden employees' right to participate in concerted activity, such as communicating with their co-workers regarding their wages, hours, or terms and conditions of employment, or with any other rights protected under the National Labor Relations Act (NLRA). If any team member believes this policy or any of See Monterey's policies contained in this Handbook would interfere with any employee's protected rights under the NLRA, the employee is encouraged—but not required—to contact the Vice President of People & Operations and/or the President & CEO so that they can explain the policy's purpose and See Monterey's desire to not interfere with team members' protected rights.

## 5001 – Use of Phone, E-Mail, and the Internet

See Monterey maintains internet service, including electronic mail (e-mail), to assist in the conduct of business. These systems, including the equipment and the data stored in the systems and phone application are and always remain the property of See Monterey. Therefore, all messages created, sent, received, or stored on the phone application and systems, as well as all information and materials downloaded to See Monterey's computers and phone application, are and will remain the property of See Monterey and are subject to inspection by See Monterey at any time. Since all the information contained in See Monterey's phone application and equipment belongs to See Monterey, team members have no expectation or right of privacy in the information contained in such phone applications and equipment.

These electronic communication systems should not be used for personal or any other use that is

non-work related, or that does not serve See Monterey's business needs. Further, only authorized team members may communicate on the internet on behalf of See Monterey. While it is not possible to identify every standard and rule applicable to the use of electronic communication devices, messages and downloaded data may not contain content that may reasonably be considered harassing, offensive, abusive, pornographic, or disruptive. Offensive content would include, but would not be limited to, sexual comments or images, racial slurs, gender-specific comments, or any comments that would offend someone on any bases described in See Monterey's policy regarding prevention of harassment and discrimination, or any other characteristic protected under federal or California law. Team members must not send or post messages or material that are abusive and which a reasonable person would find hostile, abusive, and unrelated to See Monterey's legitimate business interests.

See Monterey retains the right and the ability to enforce this policy and to monitor compliance with its terms. See Monterey reserves the right to retrieve any messages composed, sent, received, or downloaded on computers, phones, tablets, and any other device or equipment. Please note that even when a message is deleted or erased, it is still possible to recreate the message; therefore, ultimate privacy of messages cannot be guaranteed to anyone. While voicemail, electronic mail, and various websites may accommodate the use of passwords for security purposes, confidentiality cannot be guaranteed. All electronic communication systems are subject to regular monitoring, and team members have no right or expectation of privacy in such equipment and electronic communications.

Team members are required to provide See Monterey with all passwords to computer systems, voicemail, email, and accounts used for work when requested which will be maintained on file by See Monterey because a team member's system may need to be accessed by See Monterey when the team member is absent. Any changes in passwords to computer systems, voicemail, email, or any accounts used for See Monterey's work must be reported immediately to the VP of People & Operations. See Monterey reserves the right to override personal passwords at its sole discretion. All electronic communication systems owned by See Monterey may be subject to regular monitoring, and team members have no right or expectation of privacy in such equipment and electronic communications.

Team members who learn of any misuse of these systems or violation of this policy are required to notify their supervisor or the VP of People & Operations immediately. Failure to report such misuse or violation of this policy may result in discipline, up to and including termination of employment.

#### 5002 – Use of Social Media

Only authorized team members may engage in social networking and blogging, for See Monterey business purposes. All team members whether engaging in social networking and blogging for professional or personal reasons, must always comply with See Monterey's policies, including the Code of Conduct and Discrimination, Harassment, and Retaliation Prevention policies. Team members should keep in mind that social media sites are often public and must not send or post messages or material that are abusive and which a reasonable person would find hostile, offensive, and unrelated to See Monterey's legitimate business interests.

## 5003- Use of Artificial Intelligence (AI) Resources

Team members are authorized to use generative AI chatbots and resources such as OpenAI's ChatGPT as outlined in this policy. This policy applies to all team members of See Monterey and to all work associated with See Monterey that those team members perform, whether on or off company premises.

See Monterey is committed to adopting new technologies to aid our business and the business interests of our clients, we also recognize the risks and limitations of generative AI chatbots and resources and want to ensure responsible use. Our goal is to protect team members, clients, suppliers, customers and See Monterey from harm and protect the privacy of our team members and clients.

This policy addresses only the use of a web-based interface to ask or "prompt" an AI chatbot in a conversational manner to find answers to questions or to create or edit written content.

There are risks in using this technology, including uncertainty about who owns the AI-created content and security/privacy concerns with inputting proprietary company information or sensitive information about a team member, client, or other individual or entity, when interacting with the chatbot. Additionally, the accuracy of the content created by these technologies cannot be relied upon, as the information may be outdated, misleading, or false.

Limited use of generative AI chatbots will be allowed while performing work for See Monterey with the approval of your supervisor. Company email addresses, credentials or phone numbers may be used to create an account with these technologies. No company proprietary data of any kind may be submitted copied, typed, etc. into these platforms.

Team members wishing to use generative AI chatbots must inform their supervisor how the chatbot will be used. Managers must approve or deny requests in writing.

All AI-generated content must be reviewed for accuracy before relying on it for work purposes. If a reliable source cannot be found to verify factual information generated by the chatbot, that information cannot be used for work purposes.

## Acceptable uses include:

- For general-knowledge questions meant to enhance your understanding on a work-related topic.
- To brainstorm ideas related to projects you are working on.
- To draft an email or letter.
- To summarize online research or to create outlines for content projects to assist in full coverage of a topic. Only content written by team members may be included in a final product.

- To draft blog posts, reports, website, and other publications.
- For marketing purposes.
- Drafting policies and job descriptions.
- Creating and tracking onboarding documents.
- Creating other documents.
- Preparing outlines or summaries of internal or external information.
- Drafting and producing meeting minutes.

## Unacceptable uses include:

- Using any text created by an AI chatbot in final work products of any kind.
- Copying and pasting, typing, or in any way submitting company proprietary content or data of any kind into the AI chatbot.
- Using AI to make or help make employment decisions about applicants or team members, including recruitment, hiring, retention, promotions, transfers, performance monitoring, discipline, demotion, or termination.
- Representing work generated by AI as being your own original work.

All managers will be trained on the proper use of generative AI chatbots in the workplace. All team members using generative AI chatbots for work purposes must attend training on the proper use of these technologies before doing so. All questions related to this training should be addressed with your supervisor.

#### Ethical Use

Team members must use generative AI chatbots in accordance with all See Monterey's policies, including Confidentiality, Code of Conduct and Discrimination, Harassment, and Retaliation Prevention policies, Use of Electronics, Internet and Social Media policies. These technologies must not be used to create content that is inappropriate, discriminatory or otherwise harmful to others or See Monterey. Team members have no expectation of privacy in use of generative AI technology as See Monterey retains the right to monitor team members use of all company equipment and resources.

## **5004 – Use of Equipment**

Equipment essential to accomplishing job duties are expensive and may be difficult to replace. When using See Monterey property, team members are required to exercise care, perform, or report the need for any required maintenance, and follow all applicable operating instructions, safety standards, and guidelines. Team members should ensure all equipment and work locations are properly secured when leaving their workspace.

Team members should notify their supervisor if any equipment, machines, and tools appear to be damaged, defective, or otherwise in need of repair. Prompt reporting of damages, defects, and

the need for repairs could potentially prevent the deterioration of equipment and possible injury to others. Prompt reporting of any accidents involving See Monterey team members performing See Monterey business must be promptly reported to your supervisor.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or personal vehicles while conducting See Monterey business, as well as excessive or avoidable traffic and parking violations, may result in disciplinary action, up to and including termination.

## **CHAPTER 6 – TEAM MEMBER BENEFITS**

## 6001 – Medical, Dental, and Life Insurance

Medical insurance is available to eligible team members on the 1st day of the month following a team members date of full-time employment (30 or more hours per week). See Monterey shares the cost of the premiums for eligible team member and their dependents. For the current premium cost sharing arrangement please see Human Resources.

Check with your supervisor or the VP of People & Operations for eligibility and details on plan coverage.

## 6002 – 401(k) Retirement Plan

See Monterey has established a Safe Harbor 401(k) Profit Sharing Plan and Trust. You are eligible to participate in the Plan immediately upon hire. See Monterey provides a 401 (k) matching contribution for eligible team members immediately upon enrollment. Please contact the VP of People & Operations for more information regarding this Plan.

## 6003 – Workers' Compensation Insurance

See Monterey provides workers' compensation insurance coverage to protect its team members who may be injured or become ill in the course of doing their work. This insurance provides medical, surgical, and other benefits, including wage loss protection at no cost to you. All injuries and illnesses arising out of the scope of your employment must be reported to your supervisor immediately. Failure to report injuries promptly may result in a delay or loss of benefits.

The workers' compensation insurance company determines your eligibility for benefits. Team members returning to work after being absent due to a work-related injury must report to their supervisor prior to beginning work and must bring a health care provider's note authorizing them to return to work. If a team member is returning to work with restrictions, please contact your supervisor so the interactive process may occur prior to the return to work. See the Leaves of Absence policies below for information on available leaves of absence due to work related illness or injuries.

## 6004 – Team Member Assistance Program (EAP)

See Monterey realizes that team members may encounter issues both at work and outside of work

that can negatively affect their performance on the job. To help address some of these issues, See Monterey has contracted with an independent, comprehensive, interactive service that provides expert content and unique tools to assist individuals in every aspect of their lives. This service will provide employee assistance program (EAP) services to all regular team members. In doing so, the service will provide confidential and voluntary assistance to team members and their family members who may be faced with challenges related to health and wellness, family and relationships, work and education, finances and investments, consumer and leisure issues, as well as legal issues.

For additional information, please contact your supervisor or the VP of People & Operations. All inquiries into the Employee Assistance Program will be treated confidentially.

## **CHAPTER 7 – LEAVES OF ABSENCE**

This handbook provides a non-exhaustive list and overview of some of the paid and unpaid leaves of absence offered by See Monterey. Certain team members may be eligible for other types of leave. For more information, or to learn about other types of leave not included in this handbook contact your supervisor or the VP of People & Operations.

#### 7001 – Paid Time Off

Paid time off (PTO) is available to all eligible full-time and part-time team members to provide time for rest, relaxation, and personal pursuits. The PTO program is designed to provide eligible team members with the flexibility to take time off with pay to meet a variety of needs, including vacations, team member illness, illness of family member, doctor visits, personal business, family emergencies, etc.

Team members may use accrued PTO for all absences except sick leave absences for which team members receive paid sick leave under the Healthy Workplace, Healthy Family Act.

Team members are entitled to accrue PTO based upon their active service as a regular full-time or part- time team member. Active service commences with a team member's date of hire and continues thereafter unless broken by a leave of absence or termination of employment. PTO does not accrue during unpaid leaves of absence.

PTO accrues based on the following schedule for full time team member:

Years Of Eligible Service	Hours Being Earned Each Pay Period	Max Accrual per Anniversary Year	Accrual Cap
Date of Hire to 1 year	3.076 hours	80 Hours (10 Days)	80 hours
At start of 2 <sup>nd</sup> year to end of 5 <sup>th</sup> year	4.615 hours	120 Hours (15 Days)	(10 Days)  180 hours (22.5) days
At start of 6 <sup>th</sup> year and thereafter	6.15 hours	160 Hours (20 Days)	240 hours (30 days)

PTO accrues based on the following schedule for part time team members:

- One (1) hour for every thirty (30) hours worked.
- Twenty-four (24) hours maximum accrual per anniversary year.
- Accrual cap is six (6) days or 48 hours.

PTO is not earned during unpaid leaves of absence, short- or long-term disability leave, or unpaid workers' compensation leave. PTO accrues only when the team member is either working or using accrued PTO during the bi-weekly pay period.

Accrued PTO can be taken any time after the team member begins accruing, the team member has available PTO, and whenever schedules permit, and the request is approved by the supervisor. A supervisor may deny a team member's PTO request based on business needs.

Maximum Accrual of PTO varies dependent on years of service and hours worked. The maximum accrual is stated in the chart above, and for part time employees the maximum accrual is 48 hours. Once this maximum is reached, no further PTO will be earned until some PTO is used. When some PTO is used, PTO will begin to accrue again and continue only until the cap is reached.

When a team member's employment with See Monterey ends, 100% of the accrued but unused PTO balance will be paid to the team member. The payoff rate will be the team member's rate of pay at time of separation.

## 7002 - Paid Sick Leave - Healthy Workplace, Healthy Family Act of 2014

In compliance with the Healthy Workplace, Healthy Family Act of 2014 (HWHFA), this policy provides paid sick leave benefits to all eligible team members regardless of your state of residence.

- Eligible Full-Time and Part-Time Team Members will receive 40-hours/5 days of paid sick leave benefits following date of hire, and annually thereafter on January 1st of each year. Unused paid sick leave benefits do not carry over from year to year. If an eligible full-time or part-time employee does not use all 40 hours of paid sick leave by December 31, unused hours will not carry over to the next year. Instead, the full-time or part-time employee's benefits will zero out and the employee will receive 40-hours of paid sick leave benefits on January 1.
- Eligible On-Call, & Temporary Team Members will accrue one hour of paid sick leave under this policy for every 30 hours worked. Employees may take up to 40-hours/5 days of HWHFA paid sick leave in each employment year. Accrued but unused paid sick leave shall carry over to the following year of employment; however, accrual is capped at 48 hours/6 days.

Eligible team members may begin using HWHFA paid sick leave immediately as accrued, in minimum increments of 15 minutes, for an absence due to diagnosis, care, or treatment of an existing health condition or preventative care for the employee or the following family members:

The employee's biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; The employee's or the employee's spouse or registered domestic partner's biological, adoptive, or foster parent, stepparent, or legal guardian, or a person who stood in loco parentis when the employee was a minor child; The employee's spouse, registered domestic partner, grandparent, grandchild, or sibling; A designated person, defined as a person identified by the employee at the time the employee requests paid sick days. An employee may use paid sick leave to care for one designated person per 12-month period.

Paid sick leave under this policy can also be used by an employee who is a victim for taking time off from work to obtain or attempt to obtain any relief, including but not limited to a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child.

Paid sick leave under this policy can also be used by an employee who is a victim or whose family member is a victim of domestic violence, sexual assault, stalking, or an act, conduct, or pattern of conduct by an individual that includes any of the following:

- (i) bodily injury or death to another individual.
- (ii) exhibiting, drawing, brandishing, or using a firearm or other dangerous weapon, with respect to another individual.
- (iii) using or making a reasonably perceived or actual threat to use force against another individual to cause physical injury or death.

If the need for paid sick leave is foreseeable, the employee must provide reasonable advance 24 notification (a minimum of 2 hours' notice is requested) to the employee's supervisor prior to the absence. If the need for paid sick leave is unforeseeable, the employee must provide notice of the need for the leave as soon as practicable.

Each eligible employee will receive a statement with each pay stub stating the amount of HWHFA paid sick leave benefits available for the employee's use.

Unused paid sick leave benefits will not be paid to employees upon separation of employment with See Monterey. However, if an eligible employee is rehired by See Monterey within 1 year from the date of employment separation, previously accrued and unused paid sick leave benefits shall be reinstated.

See Monterey will not deny an employee the right to use accrued sick leave benefits under this policy, or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using accrued paid sick leave benefits or exercising or attempting to exercise the rights provided by the HWHFA. Proper notification (a minimum of 2 hours' notice is requested) to the team member's supervisor prior to the absence is required. If the need for paid sick leave is unforeseeable, the team member must provide notice of the need for the leave as soon as practicable.

## 7003 – Holiday Pay

See Monterey offers paid holidays to recognize and celebrate significant national and cultural events. This policy outlines the guidelines for paid holidays and applies only to full-time team members.

Full-time team members are eligible to receive paid holidays on designated company holidays. The following are the current scheduled Holidays when the office is closed, and full-time team members will receive 8 hours paid holiday time off benefits for these days:

New Year's Day (observed)
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

To be eligible for a paid holiday, team members must have worked their regularly scheduled day before and after the holiday, unless otherwise approved by their supervisor or VP of People & Operations. Part-time and contract team members are not eligible for Holiday Pay.

A list of paid holidays and the date each holiday will be observed will be provided prior to the

beginning of each calendar year. These holidays are subject to change, and team members will be notified in advance of any changes to the holiday schedule. If a non-exempt full-time team member is required to work on a paid holiday, they will receive pay at a rate of time and a half or double time depending on total hours worked.

In addition to Holiday Pay benefits, See Monterey offers full-time team members paid Floating Holiday time off benefits. In 2025, there are 3 paid Floating Holiday time off benefit days. Terms of use are as follows:

- Team members are eligible to use paid Floating Holiday time off benefits after three months of consecutive employment anniversary date.
- Paid Floating Holiday time must be used prior to using any Paid Time Off (PTO) time.
- Paid Floating Holiday time off benefits can be used in 8-hour increments (full day) and may not be broken up into separate hours on separate days or be used within an Alternative Work Week schedule.
- Paid Floating Holiday time off benefits should be requested and approved in advance of use.
- Any Floating Holiday time unused at the end of the calendar year will be converted to Paid Time Off (PTO) or paid out upon separation of employment.
- The total number of floating holidays offered may vary from year to year.

## 7004 – Social Responsibility Program

Making a positive impact through charitable giving and volunteering is extremely rewarding and See Monterey supports team members in this effort. Furthermore, See Monterey's culture promotes integrity, openness, value, and diversity, and is responsive to the views of stakeholders.

Full Time team members who have worked at least three (3) months are eligible to receive up to sixteen (16) hours of paid SRP time to perform volunteer work each calendar year. This time is not vested PTO and is not paid out upon separation of employment. When scheduling SRP time off, requests are expected to be made in advance through the time keeping system including a full description of the planned volunteer work. SRP requests are subject to approval based on business needs.

#### **7005 – Paid Voting Leave**

Team members are encouraged to participate in the political process by voting in public elections. In general, a team member who wishes to vote is expected to do so before or after the team member's scheduled shift. However, See Monterey understands that there may be times when your work schedule might not leave you enough time outside of your shift to vote. If you do not have sufficient time outside working hours within which to vote, you will be allowed to

take up to 2 hours off, with pay, for this purpose. Time off under this policy shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed. If, on the third working day prior to the day of election, you know or have reason to believe that time off will be necessary to be able to vote on election day, you must notify your manager at least 2 working days in advance that time off for voting is desired.

## 7006 – California Family Rights Act (CFRA) Leave of Absence

This policy describes team member rights under the California Family Rights Act (CFRA).

## **How to Request Leave**

After reviewing this policy, if you believe you may be eligible for CFRA leave, or you are unsure and have questions about this leave, contact the VP of People & Operations. You will be given a Request for Leave form to complete and return to assist See Monterey in determining your eligibility for CFRA or leave.

## Eligibility and Basic Leave Entitlement

Team members with at least 12 months of employment at See Monterey, and at least 1250 hours of service during the 12-month period immediately preceding the commencement of the leave may be eligible for a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period. The applicable 12-month period is a "rolling" 12-month period measured backward from the date a team member uses leave under the CFRA. All periods of absence from work due to or necessitated by service in the uniformed services are counted as hours worked in determining eligibility.

#### Permissible Uses

Eligible team members may use leave under the CFRA for one or more of the following reasons:

- For the birth of a child of the team member, including but not limited to baby bonding with a child after birth;
- For placement with the team member of a child for adoption or foster care and to care for the newly placed child, including but not limited to bonding with the child;
- To care for a Covered Family Member (as defined below) of the team member who has a serious health condition;
- For the team member's own serious health condition that makes the team member unable to work at all or perform one or more of the essential functions of the team member's job; or
- For a "Qualifying Exigency" arising because the team member's spouse, domestic partner, child (of any age), or parent is on active duty as a member of the U.S.

Armed Forces, Reserves, or National Guard (or has been notified of an impending call or order to active duty).

#### **Definitions**

#### Covered Child

CFRA – a biological, adopted, or foster child, a stepchild, a legal ward, a child
of a domestic partner, or a person to whom the team member stands in loco
parentis.

## Covered Family Members

CFRA – the team member's parents, children, spouse, registered domestic partner, grandparents, grandchildren, siblings, and an individual designated by the team member who is related to the team member by blood or whose association with the team member is the equivalent of a family relationship. The designated person may be identified by the team member at the time the team member requests the leave. Each team member may designate one person per 12-month period for family/ medical leave.

#### Parent

 CFRA – a biological, foster, or adoptive parent, a stepparent, a legal guardian, a parent-in-law, or other person who stood in loco parentis to the team member when the team member was a child.

## • Serious Health Condition

- O A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the team member or a Covered Family Member of the team member that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse. "Inpatient care" means an overnight stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity that either prevents the team member from performing the functions of the team member's job or prevents the Covered Family Member from participating in work, school or other daily activities.
- CFRA "serious health condition" does not include leave taken for disability on account of pregnancy, childbirth, or related medical conditions. a team member who is not eligible for CFRA leave may be eligible for Pregnancy Disability Leave.

#### Benefits

CFRA leave is unpaid. Team members may choose, or See Monterey may require use of accrued sick leave and PTO while taking CFRA leave. Team members not receiving wage replacement benefits (PFL, PDL) are required to use paid sick leave while taking CFRA. To use paid leave for CFRA leave, team members must comply with See Monterey's normal paid leave policies contained in the Handbook.

Team members taking CFRA leave will be allowed to continue participating in any health benefit plan(s) in which the team member was enrolled prior to the CFRA leave (for a maximum of 12 workweeks) at the same level and under the same conditions of coverage as if the team member had not taken leave. The continued participation in health benefits begins on the date that the leave first begins under the CFRA.

The team member must continue to pay the team member's share of the health plan premiums during the leave. If the team member substitutes paid leave for the unpaid leave, such payments will be deducted from the team member's pay through the regular payroll deductions. All other benefits will be governed in accordance with the terms of each benefit plan and are the sole responsibility of the team member.

If the team member fails to pay the team member's share of the premiums during leave, or if the team member fails to return from the leave at the expiration of 12 weeks for a reason other than the recurrence, continuation, or onset of a serious health condition for which leave under this policy is allowed or other circumstances beyond the team member's control, See Monterey can recover any health plan premiums paid by See Monterey on the team member's behalf during any periods of the leave.

Use of leave under this policy will not result in the loss of any employment benefit that accrued prior to the start of a team member's leave.

Team members on CFRA unpaid leaves of absence do not accrue paid time off (PTO) and sick leave because those benefits accrue only based on hours worked.

## Use of Leave

A team member does not need to use CFRA leave in one block of time. Medical leave for the team member's own serious health condition, family care leave for the serious health condition of a Covered Family Member or Qualifying Exigency leave may be taken intermittently or on a reduced schedule when medically necessary. Team members must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt See Monterey's operations.

When leave is taken to bond with a newborn child or a child placed for adoption or foster care, leave must be taken in at least two-week increments, except on two occasions it can be taken in smaller increments of time.

Except when leave is taken due to a Qualifying Exigency, if a team member requires intermittent leave or a reduced work schedule that is foreseeable based on planned medical treatment for the team member or a Covered Family Member, See Monterey may require the team member to transfer temporarily to an available alternative position with an equivalent rate of pay and benefits, provided the team member is qualified for the position.

## Team member Notice Requirements

Team members must notify Human Resources or the VP of People & Operations, in writing, 30 days in advance of their need for leave if the leave is foreseeable. In unexpected or

unforeseeable situations, or in cases of a qualifying exigency, a team member should provide as much notice as is practicable, such as verbal notice within one or two business days of when the need for leave becomes known, followed by a completed Request for Family/Medical Leave Form. Failure to provide advance notice, when possible, may cause delay of the leave request for a period up to 30 days. In all cases of intermittent leave, team members are required to provide 30 days' advance notice of the need for leave if the leave is foreseeable. If 30 days' notice is not possible, the team member is required to give notice as soon as practicable, which ordinarily means at least verbal notification the VP of People & Operations within one or two days of when the need for leave becomes known to the team member. The team member is also required to inform the VP of People & Operations as soon as practicable if the dates of scheduled leave change.

Team members may provide notice by either requesting CFRA leave specifically, or explaining the reasons for leave so as to allow See Monterey to determine if the leave is a CFRA qualifying. For example, team members might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they have been hospitalized overnight;
- they or a Covered Family Member are under the continuing care of a health care provider; or
- 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.

The request for leave shall specify the date the leave is requested to begin, and the date the leave will end. Any request to extend the leave must also be in writing and specify the date the leave will end. If the reason for the leave request is foreseeable, such as planned medical treatment, the team member shall make a reasonable effort to schedule the treatment to avoid disruption to See Monterey's business needs. Team members must also inform See Monterey if the requested leave is for a reason for which /CFRA leave was previously taken or certified.

## See Monterey's Response to Leave Requests

See Monterey will inform team members requesting leave whether they are eligible under or CFRA. If they are eligible, the notice of eligibility will specify any additional information required to approve the leave, such as any necessary medical certification, as well as the team member's rights and responsibilities. If a team member is not eligible, See Monterey will provide a reason for ineligibility.

If a medical certification is requested, it is the team member's responsibility to provide See Monterey with timely, complete, and sufficient medical certifications. Whenever See Monterey requests a team member to provide or CFRA medical certifications, the team member must provide the requested certifications within fifteen (15) calendar days after the request, unless it is not practicable to do so despite the team member's diligent, good faith efforts. See Monterey will inform team members if submitted medical certifications are incomplete or insufficient and provide team members at least seven calendar days to cure deficiencies. Medical certifications supporting a team member's request for intermittent leave must state the frequency and duration of the medically necessary leave, and team members are required to work cooperatively with See Monterey to schedule intermittent leave. See Monterey may delay or

deny CFRA leave to team members who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

See Monterey will inform team members if leave will be designated as CFRA and the amount of leave counted against the team member's leave entitlement(s). If See Monterey determines that the leave is not covered by CFRA, See Monterey will notify the team member.

#### Certification

Any request for medical leave for a team member's own serious health condition, or for family care leave to care for a Covered Family Member with a serious health condition or a serious injury must be supported by medical certification from a health care provider. Team members generally must provide the required certification within fifteen (15) calendar days after See Monterey's request for certification. For foreseeable leaves, team members must provide the required medical certification before the leave begins. When this is not possible, team members must provide the required certification within fifteen (15) calendar days after See Monterey's request for certification, unless it is not practicable under the circumstances to do so, despite the team member's good faith efforts. See Monterey will provide the certification form to the team member.

The medical certification for a Covered Family Member with a serious health condition or serious injury must include (a) the date on which the serious health condition or serious injury or illness commenced, (b) the probable duration of the condition or injury or illness, (c) the health care provider's estimate of the amount of time needed for family care, (d) the health care provider's assurance that the health care condition or injury or illness warrants the participation of the team member to provide family care, and (e) in the case of intermittent or reduced schedule leave where medically necessary, the frequency and probable duration of medically necessary intermittent leave. Team members are required to work cooperatively with See Monterey to schedule intermittent leave.

The medical certification for leave for the team member's own serious health condition must include (a) the date on which the serious health condition commenced, (b) the probable duration of the condition, (c) a statement that, due to the serious health condition, the team member is unable to work at all or is unable to perform one or more of the essential functions of the team member's position, and (d) in the case of intermittent leave or reduced schedule leave where medically necessary, the frequency and probable duration of medically necessary intermittent leave. Team members are required to work cooperatively with See Monterey to schedule intermittent leave.

Failure to provide timely certification may result in the denial of leave until such certification is provided. In the case of unforeseeable leaves, failure to provide timely certification may result in a denial of the team member's continued leave. Any request for an extension of the leave must be supported by an updated medical certification.

Where permitted by law, if See Monterey has a good faith objective reason to doubt the validity of the medical certification provided by the team member for the team member's own health condition, See Monterey may require the team member to obtain a second opinion from a health care provider selected by See Monterey at See Monterey's expense. If the team member's health care providing the original certification and the health care provider providing the

second opinion do not agree, See Monterey may require a third opinion, also at See Monterey's expense, performed by a mutually agreeable health care provider who will make a final determination.

#### Reinstatement

Before returning to work from a CFRA leave of absence due to the team member's own serious health condition, the team member must provide a written release signed by the team member's health care provider stating that the team member is able to return to work and is able to perform the essential functions of that team member's job, with or without reasonable accommodation. Subject to the exceptions provided by law, team members will be guaranteed reinstatement to the same or a comparable position upon timely return from CFRA leave.

If the team member's total period of leave does not exceed 12 weeks the team member will be reinstated to the team member's former position or a comparable position with comparable pay, benefits, status, and authority in accordance with legal requirements. The team member's right to reinstatement under the CFRA terminates upon expiration of the 12-week CFRA leave.

#### 7007 - Pregnancy Disability Leave

See Monterey recognizes that team members may be unable to work for temporary but extended periods of time due to pregnancy, childbirth, or related medical conditions (commonly referred to as "Pregnancy Disability Leave" or "PDL"). Accordingly, for any team member who is disabled on account of pregnancy, childbirth, or related medical conditions, See Monterey provides PDL for the period of actual disability, up to a maximum of 4 months (which is defined as the number of days or hours the team member would normally work within one-third of a year or  $17\frac{1}{3}$  weeks). PDL may be taken intermittently, or on a reduced-hours schedule, as medically advisable.

California pregnancy disability leave does not run concurrently with leave under the CFRA, and an eligible team member may be eligible for up to 12 weeks of leave for baby-bonding under the CFRA after the birth of the team member's child. Terms and conditions for such CFRA bonding leave are as described in the California Family Rights Act Leave policy above.

Team members are entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions if the team member requests and accommodation and provides See Monterey with medical certification from the team member's health care provider. In addition to other forms of reasonable accommodation, a pregnant team member is entitled to transfer temporarily to a less strenuous or hazardous position or to less hazardous or strenuous duties if the team member requests an accommodation, if the transfer request is supported by proper medical certification, and if the transfer can be reasonably accommodated.

Whenever possible, a team member should submit a written request for PDL or Pregnancy Disability transfer to the VP of People & Operations as soon as the team member is aware of the need for such leave or transfer. If the leave or transfer is foreseeable, the team member must provide 30 calendar days' advance notice to See Monterey of the need for PDL or Pregnancy

Disability transfer. If it is not practicable for the team member to give 30 calendar days' advance notice of the need for leave or transfer, the team member must notify Human Resources or the VP of People & Operations as soon as practicable after the team member learns of the need for the PDL or Pregnancy Disability transfer.

If a team member fails to provide the requisite 30 days' advance notice for a foreseeable need for leave or transfer without any reasonable excuse for the delay, See Monterey reserves the right to delay the taking of the leave until at least 30 days after the date the team member provides notice of the need for the leave or transfer.

Any request for PDL must be supported by medical certification from a health care provider, which shall contain the following information:

- the date on which the team member became disabled due to pregnancy;
- the estimated duration of the leave; and
- A statement that the team member needs to take pregnancy disability leave because the team member is disabled by pregnancy, childbirth or a related medical condition; and

In the case of a Pregnancy Disability accommodation or transfer, the medical certification shall provide the following information:

- A description of the requested accommodation or transfer;
- A statement describing the medical advisability of the reasonable accommodation or transfer because of pregnancy; and;
- The date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

Upon expiration of the time period for the leave or transfer estimated by the health care provider, See Monterey may require the team member to provide another medical certification if additional time is requested for leave or transfer.

The team member must submit medical certification within 15 calendar days, if practicable, of when See Monterey provides the team member with the form for such certification. In the case of a foreseeable need for pregnancy disability leave, transfer, or reasonable accommodation, See Monterey may delay granting the leave, transfer, or reasonable accommodation to a team member who fails to provide timely certification after See Monterey has asked the team member to furnish such certification (within 15 days if practicable), until the required certification is provided. When the need for leave, transfer, or reasonable accommodation is not foreseeable, or in the case of recertification, a team member must provide certification (or recertification) within 15 days if practicable or as soon as reasonably possible.

A team member taking PDL is required to use accrued but unused sick leave during PDL, and the team member may elect to use accrued PTO during PDL, or a portion thereof. Except to the extent that paid leave is substituted for PDL, the PDL will be unpaid. The substitution of paid leave for PDL does not extend the total duration of the leave to which a team member is

otherwise entitled. Team members on PDL will accrue employment benefits, such as paid leave (PTO and sick leave time), only when paid leave is being substituted for unpaid leave and only if the team member would otherwise be entitled to such accrual.

Subject to the terms, conditions, and limitations of the applicable plans, team member benefits, including group health plan coverage, will be continued during the PDL at the same level and under the same conditions of coverage as if the team member had not taken leave. The continued participation in health benefits begins on the date that the leave first begins. Benefit continuation under PDL is distinct from and in addition to the 12 weeks of benefit continuation for team members who also take birth bonding or other family medical leave under the California Family Rights Act. See Monterey will continue to match contributions to the team member's 401(k) Plan during a pregnancy disability leave for the period that a team member continues making contributions through payroll deductions.

Unless See Monterey and the team member have already agreed upon the team member's return date, a team member who has taken PDL must notify the VP of People & Operations or the team member's supervisor at least two business days before the team member's scheduled return to work or, in the case of Pregnancy Disability transfer, the team member's transfer back to the team member's former position. a team member who timely returns to work at the expiration of PDL will be reinstated to the team member's former position or a comparable position, consistent with applicable law.

Each team member who has taken PDL or a Pregnancy Disability transfer must be released by the team member's doctor to return to work. The release should be in writing and submitted to Human Resources or the VP of People & Operations on or before the team member's return from the PDL or transfer.

#### Lactation Accommodation

California law requires, and See Monterey provides, a reasonable amount of break time as lactation accommodation for team members who wish to express breast milk each time the team member has a need to express milk. This break time shall, if possible, run concurrently with any paid rest break times provided by See Monterey. Any additional break time taken in excess of a team member's paid rest breaks will be unpaid. See Monterey will provide a private place to express milk in close proximity to the team member's work area, other than a bathroom. A team member may use the team member's normal work area if it otherwise meets the requirements listed below for a reasonable location.

See Monterey will provide a lactation room or location which is:

- Safe, clean, and free of hazardous materials;
- Contains a surface to place a breast pump and personal items;
- Contains a place to sit; and
- Has access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or batterypowered breast pump.

Additionally, See Monterey will provide access to a sink with running water and a refrigerator or

other cooling device suitable for storing milk in close proximity to the team member's workspace. Where a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over the other uses, but only for the time it is in use for lactation purposes. See Monterey may designate a lactation location that is temporary due to operational, financial, or space limitations. The temporary location will comply with the accommodation requirements of this policy.

Any team member who requires lactation accommodation should contact the VP of People & Operations and request accommodation. If See Monterey is unable to provide break time or a reasonable location that complies with this policy, See Monterey will provide a written response to the team member.

Team members should be aware that they may report a violation of this policy to the California Labor Commissioner's field enforcement unit, which will investigate and prosecute complaints of violations of this policy. No team member will suffer any reprisals or retaliation for exercising or attempting to exercise any right protected under this policy.

## 7008 – Medical Disability Leave

See Monterey provides unpaid medical leave of absence to team members if necessary to reasonably accommodate a workplace injury or a qualified disability under the Americans with Disabilities Act or the Fair Employment and Housing Act. A medical disability leave may be a reasonable accommodation provided the leave is likely to be effective in allowing the team member to return to work at the end of the leave, with or without further reasonable accommodation, and leave does not create an undue hardship. See Monterey is not required to provide an indefinite leave as a reasonable accommodation. For a full explanation of leave rights, team members should contact the VP of People & Operations.

If the medical leave is needed due to a work-related injury, all matters relating to a team member's leave rights, including compensation, benefits, notice, and certification requirements and reinstatement shall be governed by applicable state and federal law, including workers' compensation laws. Team members having questions about such rights should contact the VP of People & Operations.

## Requests for Medical Disability Leave and Certification Requirements

Unless the circumstances render it impractical, the VP of People & Operations must approve a medical leave in advance. Whenever possible, a team member should submit a written request for medical leave to the VP of People & Operations as soon as the team member is aware of the need for such leave. Any requests for medical leave must be supported by medical certification from a health care provider, containing the following information:

- 1. The name, address, and telephone number and credentials of the team member's healthcare provider;
- 2. An explanatory statement that, due to a disability, the team member is unable

- to perform the essential functions of the team member's job;
- 3. The team member needs leave as a reasonable accommodation;
- 4. The date on which the need for leave began or will begin;
- 5. The probable duration of the period of leave needed for treatment and recovery.

This information must be provided within 15 days of the request for leave. Failure to submit a complete medical certification in a timely manner may result in the delay or denial of leave. Providing a healthcare provider's note confirming illness or disability that does not contain all of the required information instead of submitting the required certification form is insufficient to grant a medical leave of absence.

If a team member submits insufficient certification of healthcare provider in response to See Monterey's request, See Monterey will inform the team member why the certification is insufficient and allow the team member ten days to provide supplemental information from the team member's health care provider. Thereafter, if the certification is still insufficient, See Monterey may deny the leave.

A certification of healthcare provider is insufficient if it does not contain the information specified in this policy and specify the existence of a disability and explain the need for reasonable accommodation. Where relevant, such an explanation should include a description of the team member's functional limitation(s) to perform the essential job functions. If the certification of healthcare provider provided by the team member is insufficient and is not corrected by providing requested supplemental information, See Monterey is not required to provide medical disability leave.

#### Duration

The duration of a medical leave under this section will be consistent with applicable law and will not extend past the date on which a team member becomes capable of performing the essential functions of the team member's position, with or without reasonable accommodation. For team members who qualify for CFRA for their own serious health condition, CFRA leave runs concurrently with medical disability leave.

If the team member remains disabled after using all of the CFRA leave, pregnancy disability leave, and other legally mandated leave they are entitled to, upon request the team member may be eligible for additional leave designated as medical disability leave, if the leave is likely to be effective in allowing the team member to return to work in the reasonably foreseeable future, and approval of additional leave will not cause an undue hardship for See Monterey.

See Monterey will extend a medical disability leave of absence beyond the initial approved medical disability leave if additional leave is likely to be effective in allowing the team member to return to work in the reasonably foreseeable future, and approval of additional leave will not cause an undue hardship for See Monterey. In the event additional medical disability leave is requested, See Monterey will engage in the interactive process with the team member to determine if additional medical disability leave is a reasonable accommodation. If additional medical disability leave is requested, the team member's healthcare provider must provide a medical certification stating how much additional leave is likely to be effective in allowing the

team member to return to work so See Monterey and the team member can evaluate whether an extension of leave is a reasonable accommodation. Each request for an extension of approved medical disability leave is evaluated on a case-by-case basis to determine if additional leave will enable the team member to return to work in the reasonably foreseeable future, with or without additional accommodation. The law does not require See Monterey to provide an indefinite leave of absence as a reasonable accommodation.

## Returning From a Medical Disability Leave

The team member is required to notify See Monterey at least two weeks before the team member's expected return to work date so the department can arrange for the team member's return to work. If a team member is not able to return to work on the scheduled return to work date, the team member is required to notify the VP of People & Operations at least two weeks before the expiration of the leave of absence. If a team member fails to provide at least two weeks' notice of the team member's intent to return to work at the end of approved leave, the team member's return to work may be delayed because See Monterey must schedule in advance in order to meet business operational needs.

A team member returning to work from a medical disability leave of absence must provide a certification/release to return to work, completed by the team member's healthcare provider, verifying that the team member may safely return to work without endangering the health or safety of self or others. If the team member's healthcare provider has released the team member to return to work with restrictions, See Monterey will begin the interactive process with the team member to determine if the restrictions can be reasonably accommodated without posing an undue hardship on See Monterey. If the certification/release to return to work form completed by the team member's healthcare provider is insufficient to determine what accommodations may be considered, See Monterey may request more detailed information about the work restrictions.

See Monterey makes every effort to reinstate team members returning from medical disability leave to the same position or a comparable position for which the team member is qualified in accordance with legal requirements. However, if holding the team member's job will result in an undue hardship, See Monterey may fill the team member's job.

If a team member accepts other employment, fails to return promptly after being released to return to work, or fails to request an extension of leave prior to the expiration of the approved leave period, the team member will be considered to have voluntarily resigned.

#### Benefits

Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits will be provided by See Monterey as provided by See Monterey's health insurance plan, to the same degree it was provided before the leave began for a maximum period of 26 weeks which includes the team member's CFRA leave if applicable. Upon expiration of benefits, you will become responsible for the full costs of these benefits if you wish coverage to continue coverage. When you return from the leave, benefits will again be provided to eligible team members according to the applicable plans.

PTO and sick leave benefits will not accrue during unpaid medical leave and a team member on

unpaid medical leave is not eligible for holiday pay during medical disability leave.

## 7009 – Military Leave

See Monterey complies with all applicable state and federal laws concerning leaves of absence for military service, including the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

#### 7010 - Crime Victims Leave

## Right to Leave

If a team member is the victim of a qualifying act of violence, the team member may take unpaid leave to obtain or attempt to obtain any relief, including, but not limited to, a restraining order, temporary restraining order, or other injunctive relief to help ensure the team member's health, safety, or welfare, or that of the team member's children.

A "qualifying act of violence" means domestic violence, sexual assault, stalking, or an act, conduct, or pattern of conduct by an individual that includes any of the following:

- (i) bodily injury or death to another individual.
- (ii) exhibiting, drawing, brandishing, or using a firearm or other dangerous weapon, with respect to another individual.
- (iii) using or making a reasonably perceived or actual threat to use force against another individual to cause physical injury or death.

#### Notice Requirements.

If team member needs Crime Victims Leave, the team member must provide reasonable advance notice to the team member's supervisor or the VP of People & Operations and must provide certification supporting the absence. If advance notice is not feasible the team member must provide the supervisor or the VP of People & Operations with certification of the absence within a reasonable time after the absence.

Certification shall be any of the following:

- A police report indicating that the team member was a victim of a qualifying act of violence as defined above:
- A court order protecting or separating the team member from the perpetrator of a qualifying act of violence;
- Other evidence from the court or a prosecuting attorney that the team member appeared in court;
- Documentation from a medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider, or counselor that the team member was undergoing treatment or receiving services directly related to the qualifying act of violence;

• Any other form of documentation that reasonably verifies that the qualifying act of violence occurred, including but not limited to, a written statement signed by the team member, or an individual acting on the team member's behalf, certifying that the absence is for a purpose authorized by this policy.

## Pay Status During Crime Victims Leave.

Crime Victims Leave is unpaid unless PTO or sick leave time is available.

#### Reasonable Accommodation and Certification.

See Monterey will engage in timely, good faith interactive process with a team member to determine and provide reasonable accommodation for a team member who is a victim or whose family member is a victim of a qualifying act of violence who requests an accommodation for the safety of the employee while at work, unless undue hardship would result.

For purposes of this policy, a family member means the team member's biological, adopted, or foster child, stepchild, legal ward, or a child to whom the team member stands in loco parentis; the team member's or the team member's spouse or registered domestic partner's biological, adoptive, or foster parent, stepparent, or legal guardian, or a person who stood in loco parentis when the employee was a minor child; the team member's spouse, registered domestic partner, grandparent, grandchild, or sibling; and a designated person, defined as a person identified by the team member at the time the team member requests Crime Victims Leave. A team member may use paid sick leave to care for one designated person per 12-month period.

Reasonable accommodations may include the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone, permission to carry telephone at work, changed work station, installed lock, assistance in documenting domestic violence, sexual assault, stalking, or another qualifying act of violence that occurs in the workplace, an implemented safety procedure, or another adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other qualifying act of violence, or referral to a victim assistance organization.

Upon request for accommodation, the team member must provide a written certification signed by the team member or an individual acting on the team member's behalf, certifying that (1) the accommodation is for the safety of the team member while at work; and (2) the team member's status, or the team member's family member's status, as a victim.

Recertification may be requested recertification of a team member's status, or a team member's family member's status as a victim, or ongoing circumstances related to the qualifying act of violence, every six months after the date of the previous certification.

Team members must notify See Monterey if the need for accommodation changes or is eliminated.

## Additional Employee Rights.

When a team member is a victim of a crime <u>at their workplace</u>, See Monterey will give the team member written notice that the team member may be eligible for workers' compensation

benefits for resulting injuries, including psychiatric injuries. The team member will be provided with the written notice either personally or by First Class mail within one (1) day of the crime, or within one (1) day of the date that See Monterey could have reasonably known of the crime.

No team member will be discharged, or in any manner discriminated or retaliated against in compensation or other terms, conditions or privileges of employment, including, but not limited to the loss of seniority, because:

- the team member is a victim of any crime and takes time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding; or
- of the team member's status, or the team member's family member's status, as a victim if the team member provides notice to See Monterey of the status or See Monterey has actual knowledge of the status;
- the team member requests a reasonable accommodation; or
- the team member takes time off as authorized by this policy.

See Monterey will take reasonable steps to keep any records regarding the use of Crime Victims Leave confidential.

## 7011 – Jury Duty and Witness Leave

If you are required by law to serve on an inquest jury or trial jury, or are subpoenaed or otherwise ordered by a court to appear in court as a witness, you may take time off for such purpose. You must provide reasonable advance notice to your manager of your need for time off for such purpose and submit a copy of the summons or court order.

Team members who have completed six months of continuous employment will be eligible for up to ten (10) days paid jury duty and witness leave in a calendar year. Partial days absences will count as full days for the purpose of determining the allowable then (10) days.

Upon completion of jury duty, a Verification of Attendance Form must be presented to See Monterey. Team members are expected to return to work if the jury duty does not require full-time service (i.e., before the jury convenes in the morning, when it concludes its work for the day, or on days when the jury does not convene.)

It is the team member's responsibility to keep the manager informed about the amount of time required for jury or witness duty.

#### 7012 - Bereavement Leave

Employees who have been employed by See Monterey for at least 30 days are eligible for bereavement leave. In the event of the death of your current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild, or mother-, father-, sister-,

brother-, son- or daughter-in-law, or current step-mother, -father, -sister, -brother, -son, -daughter you may take up to 5 paid workdays off per incident with the approval of your supervisor. If needed, your supervisor may approve additional time off. This additional time off will be unpaid to the extent that you do not have PTO to cover your absence. Bereavement leave must be taken within 3 months of the date of death for the person for whom the employee is taking leave.

A "day" of bereavement leave is equal to the number of hours the team member is normally scheduled to work. For example, if an eligible team member is regularly scheduled to work 6 hours per day, the team member may take up to 30 hours of bereavement leave.

See Monterey will maintain the confidentiality of any team member who requests or takes bereavement leave. See Monterey will not deny a team member the right to take bereavement leave or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against a team member for taking bereavement leave exercising or attempting to exercise these rights.

## 7013 – Reproductive Loss Leave

In the event of failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction you may take up to 5 paid workdays off per incident. Reproductive loss leave is available for any team member who has worked for See Monterey for at least 30 days and who would have been a parent as a result of the unsuccessful adoption, surrogacy, assisted reproduction, or pregnancy. If needed, your supervisor may approve additional time off. This additional time off will be unpaid to the extent that you do not have PTO to cover your absence.

A "day" of reproductive loss leave is equal to the number of hours the team member is normally scheduled to work. For example, if an eligible team member is regularly scheduled to work 8 hours per day, the team member may take up to 40 hours of bereavement leave.

Generally, reproductive loss leave must be taken within three months of the reproductive loss event; however, if prior to or immediately following a reproductive loss even, a team member is on or chooses to go on leave under California's pregnancy disability law, the California Family Rights Act, or any other leave provided by state or federal law, then the employee may complete their reproductive loss leave within three months of the end of the other leave

See Monterey will maintain the confidentiality of any team member who requests or takes reproductive loss leave. See Monterey will not deny a team member the right to take reproductive loss leave or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against a team member for taking reproductive loss leave exercising or attempting to exercise these rights.

#### **7014 – School Activities**

A team member who is a parent, stepparent, foster parent, guardian, or grandparent of, or a person who stands in loco parentis to, a child attending a licensed daycare facility or in kindergarten or Grades 1 to 12 will be granted leave for up to 40 hours per calendar year, but no more than 8 hours in any calendar month, to participate in the activities of the child's school or licensed child daycare facility or for a school emergency. Team members must use accrued PTO if available for purposes of a planned absence to attend school activities. If the team member

does not have sufficient accrued PTO, the leave will be unpaid.

Team members requesting to take such time off must provide their supervisors with reasonable notice of the planned absence. If both parents of a child are See Monterey team members, the request for time off will be granted to the first parent to provide notice of the need for this leave. The request from the second parent will be accommodated if practicable based on business needs.

The team member may be required to furnish written verification from the school or daycare facility as proof that the team member participated in school or daycare activities on the specific date and at a particular time.

## 7015 – School Discipline

A team member who is the parent or guardian of a child may take unpaid leave to attend school at the request of a teacher who has suspended the child. The team member must provide written notice from the school requesting the team member's attendance at a conference to discuss the child's suspension from school. School discipline leave is not available to team members who voluntarily consult with school administrators regarding a child's performance in school.

See Monterey may require the team member to provide a copy of the notice received from the school, prior to granting school-discipline leave, and may require documentation from the school as proof that the visit took place. See Monterey may ask the team member or the principal to briefly reschedule the conference if the team member's attendance at work is essential at the time originally scheduled. There is no limit to how frequently team members may be provided school discipline leave.

#### 7016 - Organ & Bone Marrow Donation Leave

A team member may take paid leave to donate an organ or bone marrow. The team member must provide See Monterey with written certification from a healthcare provider stating that the team member is an organ or bone marrow donor and that there is a medical necessity for the donation. The written certification must include the expected dates for the leave of absence.

For purposes of donating bone marrow, a team member may take paid leave for up to five (5) business days in a one (1) year period. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months. The team member will be paid for days the team member would have been regularly scheduled to work during the five (5) day leave period. However, if the team member has accrued PTO available, up to five (5) days of the earned but unused PTO will be applied for time taken to donate bone marrow.

For purposes of donating an organ, a team member may take PTO for up to thirty (30) business days in a one (1) year period. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months. The team member will be paid for days the team member would have been regularly scheduled to work during the thirty (30) business day leave period. However, if the team member has accrued PTO available, up to two (2) weeks of the earned but unused PTO will be applied for time taken to donate an organ.

In addition, team members who have exhausted all paid organ donor leave and are unable to return to work due to organ donation are eligible for an additional 30 business days of <u>unpaid</u> organ donor leave in a one-year period.

If the team member is unable to return to work at the end of the donation leave due to a disability, the team member may apply for California Family Rights Act leave or an unpaid medical leave of absence. Otherwise, the team member is expected to return to work promptly at the end of the approved leave. The team member will be returned to the same or equivalent job.

## **CHAPTER 8 – WORKPLACE SAFETY**

## 8001 – General Safety Guidelines

The following general safety practice rules apply to all See Monterey team members:

- Report broken or defective equipment of any kind to your supervisor immediately.
- Make sure that you understand the safe way to perform any task that is assigned to you. If you have any questions, please ask your supervisor before starting on the task.
- If moving heavy objects, ask someone to help you. When lifting, keep your back straight, bend your knees, and lift using your leg muscles.
- Aisles, stairways, and exits should be kept clean and free from obstructions.
- Always walk, don't run (especially on stairs).
- If it is necessary for you to climb, always use a ladder. Be sure that the ladder is in safe condition, set at a proper angle, and held by a fellow team member if necessary. Do not stand on chairs, open drawers, boxes, or other objects. Do not overreach, as this could result in strains and/or falls.
- Horseplay and practical jokes can be dangerous and are not permitted.
- Report any suspicious persons or activities to your supervisor or any manager.
- Help new team members identify and avoid hazardous situations. Report all unsafe practices and working conditions immediately to your supervisor.
- Report all injuries or illness that may be work-related to your supervisor immediately, regardless of the severity. This ensures that proper first aid and/or medical treatment can be administered. Failure to report work-related injuries or illnesses in a timely manner may impact your ability to receive treatment and workers compensation benefits.

## 8002 – Workplace Violence Prevention Policy

See Monterey is committed to providing and maintaining a safe working environment for all team members. Towards this end, verbal or physical threats to *anyone*, including oneself or to

property within the work site or while conducting business for See Monterey, is strictly prohibited and will result in disciplinary action up to and including termination of employment. As part of this policy, See Monterey seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence, even prior to any violent behavior occurring.

Workplace violence includes, but is not limited to:

## Threats of Violence

- Engaging in behavior that instills or creates a reasonable fear of injury in another person.
- Engaging in behavior that subjects another individual to extreme emotional stress.
- Engaging in behavior that suggests a propensity toward violence, including belligerent speech, excessive arguing or swearing, theft or sabotage of See Monterey property, or a demonstrated pattern of refusal to follow See Monterey policies and procedures.
- Threatening to injure an individual or damage property.

#### Acts of Violence

- Injuring another person physically.
- Possessing, brandishing, or using a weapon or brandishing a tool or other object in a threatening manner on See Monterey property (including parking lot and personal vehicle on See Monterey property) or while engaged in See Monterey business.
- Defacing See Monterey property or causing personal damage to the facilities.

If any team member observes or becomes aware of such actions or behavior by a team member, or anyone else on See Monterey property, the team member should notify the team member's supervisor, the VP of People & Operations, or President & CEO immediately. In the event a team member becomes aware of an imminent act of violence, or if actual violence occurs, emergency assistance should be sought by calling 911.

Team members have the responsibility to remove themselves from any situation that may lead to threatening or violent behavior. No disciplinary action will be taken towards any team member(s) for removing themselves from a potentially dangerous situation.

Further, a team member should also notify the team member's supervisor or the Human Resources department of any potentially violent non work-related situation that could result in violence in the workplace, such as the issuance of a restraining order.

All reports of workplace violence will be taken seriously. See Monterey will promptly undertake an effective, thorough, and objective investigation of the situation. If See Monterey determines that workplace violence has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any team member determined by See Monterey to be responsible for workplace violence will be subject to disciplinary action, up to and including termination and

possibly prosecution. A See Monterey representative will advise all parties concerned of the results of the investigation. See Monterey will not tolerate retaliation against any team member who reports workplace violence.

See Monterey requires all team members to report any incidences of workplace violence immediately so that there can be resolution. While efforts will be made to investigate and resolve workplace violence allegations lodged in good faith by team members, claims that a team member knows are false, or made with the intent to take revenge against or otherwise harm a fellow team member are prohibited. a team member who makes such allegations knowing that they are not justified by the facts, are subject to disciplinary action, up to and including termination. If the violent behavior is that of a non-team member, See Monterey will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

#### 8003 – Emergency Response

Upon hire, you will be trained and educated on See Monterey's Emergency Response Plan, which outlines response and evacuation procedures in the case of an emergency. If you have any questions regarding the information contained in the Plan, please contact your supervisor or the VP of People & Operations.

## 8004- Illness and Injury Prevention

Establishment and maintenance of a safe work environment is the shared responsibility of See Monterey and its ream members. See Monterey has instituted an *Illness and Injury Prevention Program* (IIPP) designed to protect the health and safety of all team members. Team members are required to obey safety rules and to exercise caution in all work activities. Unsafe conditions must be promptly reported to the team member's supervisor.

All illnesses and injuries occurring in the workplace must be reported to the team member's supervisor, VP of People & Operations, or President & CEO immediately, regardless of how insignificant the illness or injury may appear. Such reports are necessary to comply with laws and workers' compensation insurance procedures.

## ACKNOWLEDGMENT AND RECEIPT OF TEAM MEMBER HANDBOOK

PLEASE READ THE TEAM MEMBER HANDBOOK, SIGN THIS ACKNOWLEDGMENT, AND RETURN THIS ACKNOWLEDGMENT TO HUMAN RESOURCES.

	Team member Name:	Richard Dole
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I acknowledge that I have received a copy of the See Monterey (the "See Monterey") Team member Handbook ("Handbook") dated January 2025 which describes my team member benefits and obligations. I understand that I am responsible for reading the entire Handbook and for knowing and complying with all of the policies set forth in the Handbook during my employment with See Monterey. I have been given the opportunity to ask any questions I might have about policies that I do not understand. I also understand that I am responsible for reading and complying with all posted notices on See Monterey premises.

I further understand that See Monterey has the right to amend, interpret, modify, or withdraw any of the provisions of the Handbook at any time in its sole discretion, with or without notice. Furthermore, I understand that, because See Monterey cannot anticipate every issue that may arise during my employment, if I have any questions regarding any of See Monterey's policies or procedures, I should consult my supervisor, President & CEO, or the VP of People & Operations.

I understand and agree that my relationship with See Monterey is "at-will," which means that my employment is for no definite period and may be terminated by me or by See Monterey at any time and for any reason with or without cause or advance notice. The at-will nature of my employment with See Monterey can only be modified in a writing signed by me or my representative and the President & CEO acting on behalf of See Monterey.

I understand and agree that the terms of this Acknowledgment may not be modified or superseded except by a written agreement signed by me and the President & CEO acting on behalf of See Monterey and its Board of Directors, that no other team member, manager, supervisor, or representative of See Monterey has the authority to enter into any such agreement, and that any agreement to employ me for any specified period of time, or any agreement that is otherwise inconsistent with the terms of this Acknowledgment, will be unenforceable unless in writing and signed by me or my representative and the President & CEO acting on behalf of See Monterey and its Board of Directors. I further understand and agree that if the terms of this Acknowledgment are inconsistent with any policy or practice of See Monterey now or in the future, the terms of this Acknowledgment shall control.

I understand and agree that this Acknowledgment contains a full and complete statement of the agreements it recites, that no one has made any promises or commitments to me contrary to the foregoing, and that this Acknowledgment supersedes all previous agreements, whether written or oral, expressed, or implied, relating to the subjects covered in this Acknowledgment. I acknowledge that I have received the entire Handbook and agree to comply with the policies contained in this Handbook and any revisions made to it.

I understand and agree that the policies in this Handbook are adopted to promote the legitimate and substantial business interests of See Monterey. They are *not* intended to interfere with or burden my or any other employee's right to participate in concerted activity, such as communicating with co-workers regarding wages, hours, or terms and conditions of employment, or with any other rights protected under the National Labor Relations Act (NLRA). If any employee believes this policy or any of See Monterey's policies contained in this Handbook would interfere with any employee's protected rights under the NLRA, the employee is encouraged—but not required—to contact the Vice President of People & Operations and/or the President & CEO so that they can explain the policy's purpose and See Monterey's desire to not interfere with employees' protected rights.

Richard Dole	VP of Finance	
Team Member's Printed Name	Position	
Richard Dole	3/3/2025	
Team Member's Signature	Date	

# ACKNOWLEDGMENT AND RECEIPT OF POLICY AGAINST HARASSMENT, DISCRIMINATION, AND RETALIATION

PLEASE READ THE ABOVE REFERENCED POLICY CONTAINED IN THE TEAM MEMBER HANDBOOK, SIGN THIS ACKNOWLEDGMENT, AND RETURN THIS ACKNOWLEDGMENT TO THE HUMAN RESOURCES DEPARTMENT WITHIN ONE WEEK.

This will acknowledge that I have received a copy of the Harassment, Discrimination, and Retaliation Prevention policy contained in See Monterey's Team member Handbook dated January 2025, and that I understand and will comply with the requirements of that policy at all times.

Richard Dole	VP of Finance	
Team member's Printed Name	Position	
Richard Dole	3/3/2025	
Team member's Signature	Date	