



Handbook Addendum for

PENNSYLVANIA

2024

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GENERAL INFORMATION

About This Pennsylvania Addendum

Doherty Staffing Solutions, Inc. (“The Company”) is committed to workplace policies and practices that comply with federal, state and local laws. For this reason, Pennsylvania employees will receive the Company’s Assignment Handbook and the Pennsylvania Addendum to the Assignment Handbook (together, the “Employee Handbook”).

The Pennsylvania Addendum applies only to Pennsylvania employees. It is intended as a resource containing specific provisions derived under Pennsylvania law that apply to the employee’s employment. It should be read together with the Assignment Handbook and, to the extent that the policies in the Pennsylvania Addendum are different from, or more generous than those in the Assignment Handbook, the policies in the Pennsylvania Addendum will apply.

The Pennsylvania Addendum is not intended to create a contract of continued employment or alter the at-will employment relationship. Only the President/Owner of Doherty Staffing Solutions, Inc. or that person’s authorized representative has the authority to enter into an agreement that alters the at-will employment relationship, and any such agreement must be in writing signed by the President/Owner of Doherty Staffing Solutions, Inc. or an authorized representative.

If employees have any questions about these policies, they should contact their Doherty Staffing Solutions, Inc. representative.

COMMITMENT TO DIVERSITY

Equal Employment Opportunity

As set forth in the Employee Handbook, Doherty Staffing Solutions, Inc. is committed to equal employment opportunity and to compliance with federal antidiscrimination laws. We also comply with Pennsylvania law, which prohibits discrimination and harassment against employees or applicants for employment based on race, color, religious creed, ancestry, age (40 and over), sex, national origin, disability (including physical or mental impairment), HIV/AIDS status, military status, membership in the National Guard or other reserve components of the armed forces (including being called to active duty), use of a guide or support animal because of blindness, deafness, or the physical handicap of any individual or status as a holder of a general educational development certificate or credential (versus a high school diploma). For purposes of this policy, “sex” includes pregnancy, childbirth and related medical conditions; sex assigned at birth; gender (including gender identity or expression); affectional or sexual orientation; differences of sex development, variations of sex characteristics or other intersex characteristics. Also for purposes of the this policy, “race” includes ethnic characteristics, interracial marriage or association and traits associated with race, including hair texture and protective hairstyles (e.g., braids, locks and twists). The Company will not tolerate discrimination or

harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law.

Pregnancy Accommodation (Philadelphia)

Pregnant employees, working in Philadelphia, with needs related to pregnancy, childbirth or a related medical condition, may request a reasonable accommodation to enable them to perform the essential functions of their job. A reasonable accommodation may include, but is not limited to, the following: (1) restroom breaks; (2) periodic rest for those who stand for long periods of time; (3) assistance with manual labor; (4) leave for a period of disability arising from childbirth; (5) reassignment to a vacant position; and (6) job restructuring. The Company will provide a reasonable accommodation for needs related to pregnancy, childbirth or a related condition so long as the requested accommodation does not impose an undue hardship.

If leave is an accommodation, to the extent leave under this policy also qualifies as leave under the Family and Medical Leave Act, the two leaves will run concurrently.

Employees who wish to request an accommodation under this policy should contact their Doherty Staffing Solutions, Inc. representative.

Accommodations for Pregnancy and Pregnancy-Related Events (Pittsburgh)

The Company does not discriminate against employees or applicants on the basis of pregnancy, childbirth or medical conditions and events that are related to or caused by pregnancy or childbirth (whether they occur before, during or after pregnancy or childbirth). This policy applies to individuals who are pregnant; experience pregnancy-related conditions and events (including seeking to become pregnant or any condition or event related to or caused by pregnancy or childbirth); and partners (i.e., someone who has a relationship of mutual emotional and/or physical support) of a person who is pregnant or affected by such an event.

Employees have the right to request one or more reasonable accommodations for their pregnancy, childbirth or related medical condition or when they are the partner of a person who is pregnant or affected by a related medical condition. The Company will provide a reasonable accommodation that enables the employee to perform the essential duties of the employee's job. A reasonable accommodation for purposes of this policy is one that can be made without causing an undue hardship on the Company's business.

Employees who wish to request a reasonable accommodation under this policy should contact their Doherty Staffing Solutions, Inc. representative. Doherty Staffing Solutions, Inc.'s Human Resources will promptly communicate with the employee and engage in an interactive process to determine the employee's needs and explore possible ways of accommodating the employee. In some cases, this interactive process may be triggered without a request from the employee, such as when the Company receives notice from its own observation or another source that the pregnancy, childbirth or pregnancy-related

condition of the employee or the employee's partner may be impacting the employee's work performance or conduct. At the conclusion of the interactive process, the Company will inform the employee in writing if a reasonable accommodation has been granted or deemed impossible. Employees can make additional requests for accommodation if their condition changes.

The Company may require that employees provide medical documentation when requesting certain accommodations, such as working from home or time off from work.

The Company will not retaliate or tolerate retaliation against an employee because the employee requests accommodation under this policy, makes a complaint of discrimination, files a complaint alleging unlawful discrimination or expresses an intent to file such a complaint, or participates in an investigation or proceeding related to a complaint of discrimination. Employees who believe they have been subjected to retaliation should promptly report such concerns to their Doherty Staffing Solutions, Inc. representative. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

GENERAL EMPLOYMENT PRACTICES

Access to Personnel Files

Employees may inspect their personnel file in the presence of a company representative during regular business hours. Employees may also designate, in writing, an agent to inspect their personnel file. Employees will not be allowed to remove documents from their personnel file but may take notes during an inspection. In addition, any employee who disagrees with any information in their personnel file may submit a written statement to be included in the file.

Records subject to inspection include the following (to the extent maintained by the Company): applications for employment, wage or salary information, notices of commendation, warnings or disciplinary information, authorizations for deductions or withholding of pay, fringe benefit information, leave records, employment history with the Company including salary information, job title, dates of changes, retirement records, attendance records and performance evaluations.

The following records are not subject to inspection: records relating to the investigation of a possible criminal offense, letters of reference, documents that are being developed or prepared for use in civil, criminal or grievance procedures, medical records and information used by the Company to plan for future operations.

Employees who wish to review their personnel file should submit a written request to their Doherty Staffing Solutions, Inc. representative. To assist the Company in providing employees with the correct records, an employee's written request should indicate the purpose for which the inspection is requested or the particular records the employee wishes to inspect or have inspected by an agent. Employees who wish to designate an

agent to inspect the personnel file must also indicate that designation in the written request.

PAY PRACTICES

Meal Breaks for Minors

Employees under the age of 18 who work more than five consecutive hours will be provided an uninterrupted 30-minute meal break. During the break employees will be relieved of all duties. An uninterrupted 30-minute meal break will be unpaid for nonexempt employees.

Any employee who is unable to take all of the breaks to which they are entitled in accordance with this policy, or who has been prevented or discouraged from taking a break to which they are entitled under this policy, should immediately notify their Doherty Staffing Solutions, Inc. representative.

Lactation Accommodation (Philadelphia)

The Company will provide a reasonable amount of break time for an employee to express breast milk for their infant child. Break time for this purpose will be unpaid for nonexempt employees, except that employees can use any existing paid rest or other break time to express milk.

The Company will make reasonable efforts to provide employees with the use of a private location, other than a toilet stall, to express milk. Employees should discuss with their supervisor or their Doherty Staffing Solutions, Inc. representative the location to express and store their breast milk and for storage of expressed milk and to make any other arrangements under this policy.

Employees should provide reasonable notice to the Company that they intend to take breaks for expressing breast milk upon returning to work.

The Company will not demote, terminate or otherwise take adverse action against an employee who requests or makes use of the accommodations and break time described in this policy.

Philadelphia Wage Theft Ordinance Notice

Employees who perform work in Philadelphia or entered into an employment contract in Philadelphia and believe they have not been paid for all of the wages they have earned, may file a complaint for unpaid wages pursuant to the Philadelphia Wage Theft Ordinance, Philadelphia Code, Chapter 9-4300 (effective July 1, 2016). Retaliation against an employee who files such a complaint is prohibited. Each employee has a right to file a complaint or bring a civil action if the employer fails to pay all wages earned by the employee.

Schedules and Hours Under the Fair Workweek Ordinance (Philadelphia)

Doherty Staffing Solutions, Inc. complies with Philadelphia's Fair Workweek Employment Standards Ordinance (FWESO) and its associated regulations. In accordance with that law, the Company adopts the policies and practices described below. Employment with the Company is at will, and this policy does not guarantee hours or create contractual rights of any kind.

These policies and practices apply to employees who: (a) work within the geographic boundaries of the City of Philadelphia; (b) are nonexempt under federal or state law; and (c) have job duties that involve the provision of retail trade services, food services or hospitality services (not including administrative and professional hourly employees such as those in human resources, payroll or receptionist positions).

Good Faith Estimates of Work Schedules

Upon hire, the Company will provide each covered employee with a written, good faith estimate of their work schedule, including:

- The average number of hours the employee can expect to work each week over a typical 90-day period or a seasonal or term-limited period;
- Whether the employee can expect to work any on-call shifts; and
- A subset of days and times or shifts that the employee can typically expect to work, or days of the week and times or shifts on which the employee will not be scheduled to work.

This good faith estimate does not constitute a contractual offer, and the Company is not bound by the estimate.

For employees in a documented training, the good faith estimate may be provided upon conclusion of training.

If there is a significant change to an employee's work schedule, the Company will provide an updated good faith estimate as promptly as possible. For purposes of this policy, a "significant change" to the work schedule, occurs when, in six out of 12 consecutive workweeks, any of the following differences occur and are not initiated by the employee:

- The number of actual hours worked differs from the good faith estimate by 20% or more during each of three weeks;
- The days worked differ from the good faith estimate one or more times per week; or
- The start or end times differ from the good faith estimate by one or more hours or, if shifts have been identified, start and end times of shifts differ by at least one hour from the range by which the shift was identified.

The following do not qualify as a significant change in the work schedule for purposes of the good faith estimate: changes due to documented voluntary changes by the employee;

changes that occur because the employer's operations cannot begin or continue due to a safety threat, natural disaster, government-declared emergency, etc.: changes due to a certain changes regarding hotel banquets or ticketed public events; or changes made due to documented disciplinary reasons.

The exceptions to Predictability Pay identified further below in this policy do not qualify as a significant change in the work schedule for purposes of the good faith estimate.]

Advance Notice of Work Schedule

At the time of hire, in addition to the good faith estimate, the Company will provide new covered employees with a written work schedule that runs through the last date of the currently posted schedule. During employment, the Company will provide covered employees with written notice of their work schedule (including all employees' shifts at the worksite, whether they are scheduled to work or be on-call that week or not) no later than 14 days before the first day of any new schedule ("the Deadline"). The work schedule will be posted electronically within the Company onboarding portal and time-stamped with the date and time of posting.

The Company may change a covered employee's work schedule after it is posted and/or transmitted, up to the Deadline.

Work Schedule Requests

At the time of hire and during employment, employees have the right to make work schedule requests, including requests:

- To not be scheduled to work certain days or times or at certain locations;
- To not work on-call shifts;
- For certain hours, days or locations of work;
- To work more or fewer hours.

The Company will consider any such request and, in its sole discretion, accept or reject the request.

Schedule Changes

In the event of a Company-initiated change to the posted work schedule, the Company will notify the affected employee as promptly as possible after learning of the need for the change. The Company will also revise the posted work schedule within 24 hours after making the change. Employees can decline to work any additional hours or shifts not included in the version of the work schedule posted after the Deadline. Employees can voluntarily consent to work new or changed hours by submitting a written request to their Doherty Staffing Solutions, Inc. representative. This notice is not required for changes to the posted work schedule initiated by the employee (e.g., use of unpaid or paid time off, shift trading or other voluntary addition or subtraction of hours initiated by the employee).

Unless an exception applies (see “Exceptions to Predictability Pay” chart further below), employees who work changed hours due to a Company-initiated change made to the posted work schedule after the Deadline will be provided with Predictability Pay (in addition to the regular rate of pay for hours actually worked) as follows:

- One hour of Predictability Pay at the employee’s regular rate of pay when time is added to a work shift or when the Company changes the date, time or location of a work shift with no loss of hours; or
- One-half the employee’s regular rate of pay per hour for any scheduled hours the Company subtracts from a regular or on-call shift or for cancelled regular or on-call shifts.

Exceptions to Predictability Pay: Predictability Pay is not required under the following circumstances:

24-Hour Posting Grace Period	The schedule change to the timely posted schedule was posted within 24 hours of the Deadline. Under these circumstances, employees can decline to work the changed hours but do not need to submit written consent to agree to work them.
Employee Request	An employee requests a shift change (e.g., use of paid or unpaid leave or other voluntary additions or subtractions of hours) in writing.
Shift Trade/Coverage	Employees mutually agree to trade shifts or make some other coverage arrangement
Covering for Call Out/ Mass Communication	An employee volunteers to work additional hours due to another employee’s inability to work and in response to a mass written communication from the Company
Safety Threat	Operations cannot begin or continue due to: (1) threats to employees or Company property (e.g. gas leak, pipe burst or violence that involves a 911 call); (2) failure of a public utility or shutdown of public transportation; (3) fire, flood or other natural disaster; (4) a government declared state of emergency; or (5) severe weather conditions that disrupt transportation or pose a threat to employee safety.
20-Minute Shift Start/End Grace Period	The employee begins or ends work within 20 minutes of the scheduled shift start or end. Employees may be required to depart from the start or end times for up to 20 minutes and must record all time worked to ensure payment for all hours worked.
Suspension or Termination	An employee’s hours are subtracted for a documented multi-day disciplinary suspension or termination.

Right to Rest and Additional Pay

Employees are not required to consent to work a shift that begins sooner than nine hours after the end of the previous day’s shift or during the nine hours following the end of a

shift that spanned two days. Employees can request or voluntarily consent to working such hours by submitting a written request to their Doherty Staffing Solutions, Inc. representative. Employees who work such shifts will receive an additional \$40 of compensatory pay.

Access to Additional Work Hours for Existing Employees

The Company will offer available shifts to existing employees who work at the same location where the work hours are available (without regard to the employee's position or prior scheduled hours) before hiring new employees from an external applicant pool or agency.

Before extending an offer to an outside applicant, the Company will provide written notice of the available work shifts for at least 72 hours, unless a shorter period is necessary in order for the work to be performed on time. The notice of available work hours will be posted within the Company's onboarding portal.

The notice will include:

- The available work shifts or days and times an employee must be available to work;
- A description of the position;
- The required qualifications;
- The schedule of available shifts;
- The length of time for which coverage of the additional hours is needed;
- The process by which employees can notify the Company of their desire to work the offered hours; and
- Whether less than 72 hours of notice is being provided in order for the work to be timely performed.

Employees who are qualified for and want to accept the available shifts should notify the Company of their interest by contacting their Doherty Staffing Solutions, Inc. representative.

The Company will generally distribute available shifts to existing employees who accepted such shifts and who are qualified to perform the work. When distributing shifts among qualified and interested existing employees, the Company will first distribute shifts to employees whose regular workplace is the location where the shifts will be worked. If no such employee accepts the available shifts within the time provided, the Company may, in its discretion, off them to employees at a different location.

If more than one qualified employee responds to the offer, the Company may distribute the hours among more than one qualified employee or offer them all to a single qualified employee. The Company is not required to assign shifts where it would result in the employee earning overtime pay.

In distributing hours, the Company will not discriminate or tolerate discrimination on the basis of race, ancestry, national origin, sex, sexual orientation, gender identity, disability, age, marital or familial status, being a student, having family caregiving responsibilities or in a manner intended to avoid obligations under the Patient Protection and Affordable Care Act.

The Company may hire one or more individuals from outside the Company to perform the additional available work, if:

- The Company, in good faith, determines that no existing employee has the required skills or experience to perform the work;
- The hours have not been accepted within 24 hours of the end of the 72-hour posting period; or
- Existing employees have accepted a subset of the offered work shifts and external applicants are being offered the remaining shifts.

Retaliation Is Strictly Prohibited

The Company will not retaliate or tolerate retaliation against employees for exercising or attempting to exercise their rights protected under Philadelphia's FWESO.

The Company is committed to fully complying with all federal, state and local laws. If you have question or wish to request a copy of your schedules, please contact your Doherty Staffing Solutions, Inc. representative.

TIME OFF AND LEAVES OF ABSENCE

Military Leave

In addition to the military leave rights set forth in the Employee Handbook, Pennsylvania employees who serve in the military are entitled to the protections of the Pennsylvania Military Leave of Absence Act (the Pennsylvania Act, also known as PAMLAA).

Under the Pennsylvania Act, the Company will grant an unpaid leave of absence to any employee who is: (1) drafted into or enlists in active military service at the time of war, armed conflict or emergency proclaimed by the governor or the President of the United States; (2) a member of the reserve components of the armed forces who is called to active duty by the United States; (3) a member of the Pennsylvania National Guard who is called to active duty by the governor or the governor's designee; or (4) a member of a National Guard or reserve component from another state.

A military leave granted under this policy will generally expire 90 days after expiration of the period of military duty unless federal law provides for a longer period of leave. However, a military leave granted to an employee ordered to active state duty or special state duty as a member of the Pennsylvania National Guard will expire 30 days after the expiration of the period of state duty. Employees may return to employment prior to the expiration of a leave upon notifying the Company of their desire and availability to return.

The Company will continue health insurance and other benefits during the first 30 days of military duty served by a member of the National Guard, or a member of any reserve component called or ordered into active duty, other than active duty for training. At the end of the first 30 days, employees will be given the option of continuing health insurance and other benefits at their own expense at the rate paid by the Company.

Upon return from leave, employees will be restored to their prior position, or a position of like seniority, status and pay. If, however, an employee is not qualified to perform such positions due to disability sustained during duty, the Company will restore the employee to another position that the employee is qualified to perform, if any, that will provide them with like seniority, status and pay, or nearest approximation therefore, unless the Company's circumstances have changed which make it impossible or unreasonable to do so.

Any employee who is separated from service due to an undesirable, bad conduct or dishonorable discharge generally will not be entitled to benefits under the Pennsylvania Act.

This policy and the military leave policy set forth in the Employee Handbook are intended to grant military leave in accordance with the requirements of applicable state and federal law in effect at the time a leave is granted. No greater or lesser leave benefits will be granted than those set forth in these laws. In all cases, employees will be eligible for the most generous benefits available under applicable law except that state law will not apply if it is invalid due to federal benefit law preemption.

Jury Duty Leave

The Company encourages all employees to fulfill their civic responsibilities and to respond to jury service summons or subpoenas, attend court for prospective jury service or serve as a juror. Under no circumstances will employees be terminated, threatened, coerced, or penalized because they request or take leave in accordance with this policy.

Time spent engaged in attending court for prospective jury service or for serving as a juror is not compensable except that exempt employees will not incur any reduction in pay for a partial week's absence due to jury duty.

Crime Victim Leave

Eligible employees may take time off from work to comply with a subpoena or other court order to serve as a witness in a criminal proceeding, or to attend a criminal proceeding.

Employees are eligible for time off under this policy if they are: (1) the victim of or witness to the crime at issue in the proceeding; (2) related to the victim within three degrees of the employee (i.e., parents, grandparents and great-grandparents; siblings, nephews and nieces; uncles and aunts; children, grandchildren and great-grandchildren); (3) in a common-law relationship with the victim; or (4) living in the same household with the victim.

An employee who is the alleged perpetrator of the crime is not eligible for time off.

Time off under this policy will not be compensated except that exempt employees will not incur any reduction in pay for a partial week's absence to serve as a witness.

Volunteer Emergency Workers Leave

Employees who are active volunteer firefighters, fire police or members of a volunteer ambulance service or rescue squad will be provided with time off from work or excused for being late to work when late or absent for the purpose of responding to a fire or ambulance call prior to regular hours of employment.

Employees must make every effort to notify their Doherty Staffing Solutions, Inc. representative that they may report to work late or be absent from work in order to respond to an emergency call prior to the employee's regular hours of employment.

The Company may require an employee to submit a written statement from the chief executive officer of the volunteer fire company, ambulance service, or rescue squad, documenting the time of the call and the employee's presence at the scene.

The Company will not discriminate against any employee who has been injured in the line of duty as a volunteer firefighter, fire police officer, or member of a volunteer ambulance service or rescue squad or who has received workers' compensation benefits as a result of such an injury.

Philadelphia Sick Leave (For Philadelphia Employees Only)

The Company provides eligible employees with unpaid sick leave pursuant to the Philadelphia Promoting Healthy Families and Workplaces Ordinance ("PHFWO").

Eligibility

All employees who work at least 40 hours in Philadelphia in a year for the Company are generally eligible to receive sick leave under this policy. Eligible employees do not include those who are:

- Seasonal workers, meaning a person who has been hired for a temporary period of not more than 16 weeks during a calendar year;
- Employees hired for a term of less than six months;
- Employees covered by a bona fide collective bargaining agreement;
- Interns, meaning a student who is enrolled in an educational institution and who is performing work for that institution, provided that such student is not considered an intern for the PHFWO's purposes when working for any employer other than the educational institution in which the student is enrolled;
- Adjunct professors; or

- Pool employees, meaning any health care professional, other than an employee of a temporary placement agency, who works only when the employee indicates availability for work and who has no obligation to work when the employee does not indicate availability.

Accrual and Carryover of Sick Leave

Employees begin to accrue sick leave on their first calendar day of employment with the Company or their date of eligibility under the PHFWO, whichever is later.

Sick leave accrues at a rate of one hour for every 40 hours worked in Philadelphia, up to a maximum of 40 hours in a calendar year.

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

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

Employees will be able to determine the amount of sick leave available for use by reviewing their paystubs.

Using Sick Leave

Thereafter, employees may use sick leave as it is accrued.

Employees may use a maximum of 40 hours of sick leave per calendar year.

Employees must use sick leave in one-hour increments, to cover all or part of a workday.

To the extent allowed by applicable law, the Company reserves the right to require the use of sick leave for one of the reasons specified below. Employees are not required to search for or find a replacement worker to cover the period during which they use sick leave.

Covered Reasons for Use

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

- The employee's: mental or physical illness, injury or health condition; need to seek medical diagnosis, care or treatment for the illness, injury or health condition; or need for preventive care.

- A family member's: mental or physical illness, injury or health condition; need to seek medical diagnosis, care or treatment for the illness, injury or health condition; or need for preventive care.
- Absences due to domestic abuse, sexual assault, or stalking of an employee or a family member in order to:
 - Obtain medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence or stalking;
 - Obtain services from a victim services organization;
 - Obtain psychological or other counseling;
 - Relocation due to the domestic or sexual violence or stalking; or
 - Obtain legal services or remedies, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic or sexual violence.

Family Member. For purposes of this policy, "family member" means the employee's spouse, life partner, child, parent (including the parent of the employee's spouse), sibling (including a sibling's spouse), grandparent (including a grandparent's spouse), and grandchild.

Notice Required

If the need to use sick leave is foreseeable, such as for prescheduled medical appointments and court dates in domestic violence cases, employees must make a good-faith effort to provide advance notice to their Doherty Staffing Solutions, Inc. representative of an absence from work. Employees must also make a reasonable effort to schedule their absences in a way that does not unduly disrupt the Company's operations. If the need to use sick leave is unforeseeable, employees must provide notice to their Doherty Staffing Solutions, Inc. representative before the start of the employee's scheduled work hours, or as soon as practicable if the need arises immediately before or after the employee has reported for work. Employees may provide notice to their Doherty Staffing Solutions, Inc. representative by phone call, e-mail or text.

When notifying the Company of the need to use sick leave, an employee should include the anticipated duration of the absence, when possible.

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

Verification of Absence

If an employee uses sick leave for more than two (2) consecutive workdays, the Company may require a doctor's note or other verification of the employee's need for the absence.

Depending on the circumstances, verification may include a doctor's note (for the employee's own or family member's health condition); police report, court document, or court order of protection (indicating domestic abuse, sexual assault, or stalking); and/or other verification as permitted by applicable law. The Company will keep confidential any documentation or verification information provided regarding leave use, in accordance with federal, state and local law.

Discipline for Unprotected Use of Sick Leave

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

Rate of Pay (If 10+ Employees)

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

Separation from Employment and Rehire

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

If an employee's employment with the Company ends and the employee is rehired within six (6) months of employment ending, the employee's previously unused sick leave balance will be reinstated and made available for use in accordance with the PHFWO.

No Discrimination or Retaliation

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

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

Additional Information

Employees who have questions about the Philadelphia Sick Leave policy should contact their Doherty Staffing Solutions, Inc. representative.

Allegheny County Paid Sick Leave (For Allegheny County and Pittsburgh Employees Only)

The Company provides eligible employees with paid sick leave pursuant to the Allegheny County Paid Sick Days Ordinance (“ACPSDO”) and the Pittsburgh Paid Sick Days Act (“PSDA”), as applicable. The Company will comply with all applicable requirements of the law that is more favorable to employees.

Eligibility

All employees who work at least 35 hours in Allegheny County, including Pittsburgh, in a year for the Company are generally eligible to receive paid sick leave under this policy. Eligible employees do not include seasonal employees, meaning employees hired for a temporary period of not more than 16 weeks during a calendar year who are notified at the time they are hired that their employment is limited to the beginning and ending dates of the Company’s seasonal period.

Accrual and Carryover of Paid Sick Leave

Employees begin to accrue paid sick leave on their first calendar day of employment with the Company or their date of eligibility under the ACPSDO or the PSDA (as applicable), whichever is later.

Paid sick leave accrues at a rate of one hour for every 35 hours worked within the geographic boundaries of Allegheny County, up to a maximum of 40 hours in a year. For purposes of this policy, the year is January 1, 2024 or the first date of employment, whichever is later.

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

Employees may carry over up to 40 hours of accrued but unused paid sick leave from one benefit year to the next, but with an overall cap of 40 hours of paid sick leave per benefit year. Therefore, once an employee has a bank of 40 hours of paid sick leave in a benefit year, no additional paid sick leave will accrue in that year. The Company does not pay out any unused paid sick leave at year-end in lieu of carryover.

Employees will be able to determine the amount of paid sick leave available for use by reviewing their paystubs.

Using Paid Sick Leave

Thereafter, employees may use paid sick leave as it is accrued.

Employees may use a maximum of 40 hours of paid sick leave per benefit year.

Employees must use paid sick leave in one-hour increments, to cover all or part of a workday.

To the extent allowed by applicable law, the Company reserves the right to require the use of paid sick leave for one of the reasons specified below. Employees are not required to search for or find a replacement worker to cover the period during which they use paid sick leave.

Covered Reasons for Use

Paid sick leave may be used only during times that an employee cannot work for the following reasons:

- The employee's: mental or physical illness, injury or health condition; need to seek medical diagnosis, care or treatment for the illness, injury or health condition; or need for preventive medical care.
- A family member's: mental or physical illness, injury or health condition; need to seek medical diagnosis, care or treatment for the illness, injury or health condition; or need for preventive care.
- Care for a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the individual's presence in the community would jeopardize others' health because of the individual's exposure to a communicable disease, whether or not the individual has actually contracted the communicable disease.
- A public official closes the employee's place of business because of a public health emergency.
- Care for a child whose school or place of care has been closed by order of a public official due to a public health emergency.

Family Member. For purposes of this policy, "family member" means the employee's spouse, domestic partner, child (including the child of the employee's domestic partner), parent (including the parent of the employee's spouse or domestic partner), sibling, grandchild, grandparent (including the grandparent's spouse or domestic partner), or any individual for whom the employee has received oral permission from the Company to care for at the time of the employee's request for paid sick leave.

Notice Required

If the need to use paid sick leave is foreseeable, such as for prescheduled medical appointments, employees must provide at least seven (7) days' advance notice to their Doherty Staffing Solutions, Inc. representative of an absence from work. Employees must also make a reasonable effort to schedule their absences in a way that does not unduly disrupt the Company's operations. If the need to use paid sick leave is unforeseeable, employees must provide notice to their Doherty Staffing Solutions, Inc. representative as soon as possible, but no later than one (1) hour before the start of their scheduled shift where possible to do so. Employees may provide notice to their Doherty Staffing Solutions, Inc. representative by phone call, e-mail or text.

When notifying the Company of the need to use paid sick leave, an employee should include the anticipated duration of the absence, when possible.

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

Verification of Absence

If an employee uses paid sick leave for three (3) or more full consecutive workdays, the Company may require a doctor's note or other verification of the employee's need for the absence. Depending on the circumstances, verification may include a doctor's note (for the employee's own or family member's health condition); school closure order; and/or other verification as permitted by applicable law. The Company will keep confidential any documentation or verification information provided regarding leave use, in accordance with federal, state and local law.

Discipline for Unprotected Use of Paid Sick Leave

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

Rate of Pay

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

Separation from Employment and Rehire

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

If an employee's employment with the Company ends and the employee is rehired within six (6) months of employment ending, the employee's previously unused paid sick leave balance will be reinstated and made available for use in accordance with the ACPSDO and the PSDA (as applicable).

No Discrimination or Retaliation

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

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

Additional Information

Employees who have questions about the Allegheny County Paid Sick Leave policy should contact their Doherty Staffing Solutions, Inc. representative.

Domestic Violence, Sexual Assault or Stalking Victim Leave (Philadelphia)

Employees working in Philadelphia who are victims of domestic violence, sexual assault or stalking, or who have a family or household member who is a victim of domestic violence, sexual assault or stalking, may take up to four weeks of unpaid leave in any 12-month period. Employees may, but are not required, to use any available paid leave such as annual vacation leave, paid-time off (PTO), personal leave and sick leave for purposes of leave under this policy.

Employees may use leave to do any of the following for themselves or for their family or household members.

- Seek medical attention for, or recover from, physical or psychological injuries caused by domestic or sexual violence or stalking;
- Obtain services from a victim services organization;
- Obtain psychological or other counseling services;

- Participate in safety planning, temporarily or permanently relocate, or take other actions to increase safety from future domestic or sexual violence or to ensure economic security: or
- Seek legal assistance or remedies to help ensure health and safety including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

Employees requesting leave under this ordinance must provide their Doherty Staffing Solutions, Inc. representative at least 48 hours advance notice of their intention to take the leave. If 48 hours advance notice is not practicable, notice should be provided as soon as it is practical. The Company may require the employee to provide certification within a reasonable period that states:

- The employee or the employee's family or household member is a victim of domestic violence, sexual violence or stalking; and
- The reason for the leave (e.g., legal assistance).

Leave taken under this policy may be taken intermittently or on a reduced work schedule. Where they overlap, leave taken under this policy will run concurrently with leave under the Family and Medical Leave Act.

Health benefits will be maintained through the leave period to the extent and under the same terms as they are maintained when the employee is not on a leave of absence.

WORKPLACE SAFETY AND SECURITY

Smoke-Free Workplace

The Company prohibits smoking in the workplace and in company-owned vehicles occupied by more than one person. Employees wishing to smoke must do so outside company facilities during scheduled work breaks.

Employees that observe other individuals smoking in the workplace in violation of this policy have a right to object and should report the violation to their supervisor or their Doherty Staffing Solutions, Inc. representative. Employees will not be disciplined or retaliated against for reporting smoking that violates Pennsylvania law or this policy.

Employees who violate this policy may be subject to disciplinary action up to and including termination of employment.

Cell Phone Use/Texting While Driving

As set forth in the Employee Handbook, the Company prohibits employees from using cellular phones for business reasons while driving or for any reason while driving for work-related purposes or driving a company-owned vehicle. Employees should also be aware

that using an interactive wireless communications device to send, read or write a text-based communication while driving is a violation of Pennsylvania law, in addition to being a violation of company policy.