

## MICHIGAN SUPPLEMENT

### I. PRESERVATION OF ABILITY TO ASSERT CLAIM UNDER MICHIGAN'S PERSONS WITH DISABILITIES CIVIL RIGHTS ACT

Under Michigan's Persons with Disabilities Civil Rights Act, a person with a disability may allege a violation against a person regarding a failure to accommodate only if the person with a disability notifies the person in writing of the need for accommodation within 182 days after the date the person with a disability knew or reasonably should have known that an accommodation was needed. Employees with disabilities needing accommodations must notify Human Resources in writing within 182 days after the employee becomes aware of the need for an accommodation.

### II. MICHIGAN EARNED PAID SICK TIME

**Eligibility.** The Company provides paid earned sick time to employees who work in Michigan consistent with the requirements of the Earned Sick Time Act ("ESTA"). For employees who work in Michigan who are eligible for sick time under the general Paid Sick Leave policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Paid Sick Leave policy and/or any other applicable sick time/leave law or ordinance.

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

**Usage.** Employees may begin using accrued earned sick time immediately except that employees hired after February 21, 2025, may begin using accrued earned sick time after the 120th calendar day of employment. Earned sick time may be used in 1-hour increments or the smallest increment that the Company uses to account for absences of use of other time. An employee may not use more than seventy-two (72) hours of earned sick time in any year.

An eligible employee may use earned sick time for the following:

- a) The employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee;
- b) The employee's family member's mental or physical illness, injury, or health condition;

medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of the employee;

c) If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

d) For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or

e) For closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

For purposes of this policy, family member means: a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis; a biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child; an individual to whom the employee is legally married under the laws of any state or a domestic partner; a grandparent; a grandchild; a biological, foster; or adopted sibling; an individual related by blood to the employee; an individual whose close association with the employee is the equivalent of a family relationship.

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

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

**Notice & Documentation.** If the employee's need to use earned sick time is foreseeable, the employee must provide 7 days advance notice prior to the date the earned sick time is to begin, of the intention to use the earned sick time to their manager. If the employee's need for the earned sick time is not foreseeable, the employee must give notice of the intention as soon as practicable.

For earned sick time use of more than 3 consecutive days, the Company may require reasonable documentation that the earned sick time has been used for a covered purpose.

Upon the Company's request, the employee must provide the documentation in a timely manner. Documentation signed by a health care professional indicating that earned sick time is necessary is reasonable documentation for these purposes. In cases of domestic violence or sexual assault, one of the following types of documentation selected by the employee will be considered reasonable documentation: (a) a police report indicating that the employee or the employee's family member was a victim of domestic violence or sexual assault; (b) a signed statement from a victim and witness advocate affirming that the employee or employee's family member is receiving services from a victim services organization; or (c) a court document indicating that the employee or employee's family member is involved in legal action related to domestic violence or sexual assault. The Company will not require that the documentation explain the nature of the illness or the details of the violence. If the Company chooses to require documentation for earned sick time, the Company will pay all out-of-pocket expenses the employee incurs in obtaining the documentation. If the employee does have health insurance, the Company will be responsible for paying any costs charged to the employee by the health care provider for providing the specific documentation required by the Company. Additionally, the Company will not require disclosure of details relating to domestic violence or sexual assault or the details of an employee's or an employee's family member's medical condition as a condition of providing sick time under this policy. If the Company possesses health information or information pertaining to domestic violence or sexual assault about an employee or employee's family member, the Company will treat that information as confidential and will not disclose that information except to the affected employee or with the permission of the affected employee.

**Payment.** Earned sick time will be paid at a pay rate equal to the greater of either the normal hourly wage or base wage or the applicable minimum wage. Use of earned sick time is not considered hours worked for purposes of calculating overtime.

**Carryover & Payout.** An employee may carry over up to seventy-two (72) hours of accrued, unused earned sick time to the following year. Unused earned sick time under this policy will not be paid at separation.

**Enforcement & Retaliation.** The Company prohibits any retaliatory personnel action against an employee for requesting or using earned sick time for which the employee is eligible, or for engaging in any other activity protected under the ESTA. Employees have a right to file a complaint with the Michigan Department of Licensing and Regulatory Affairs for any violation of the ESTA, and are also encouraged to bring any violation of this policy to the attention of Human Resources.

Employees with questions concerning this policy should contact Human Resources.

### **III. SOCIAL SECURITY NUMBER PRIVACY POLICY**

The Company is dedicated to protecting the personal security and privacy of all employees. In the ordinary course of its business, and for a variety of legitimate business reasons, the Company may collect and store personal information about its employees, including all or

any part of an employee's social security number ("SSN"), in hard copy or digital storage. For purposes of this policy, "SSN" means more than four sequential digits of an employee's social security number.

The Company takes measures to prevent unauthorized disclosure of SSNs including, without limitation:

- 1) Ensuring the confidentiality of employee SSNs;
- 2) Prohibiting unlawful or unauthorized disclosure of employee SSNs;
- 3) Limiting the number of people with access to employee SSNs, and the circumstances under which employee SSNs may be accessed;
- 4) Ensuring proper disposal of documents (hard copy or digital) containing employee SSNs; and
- 5) Disciplining any employee who violates this policy.

The Company, and every one of its employees with access to employee SSNs, will maintain the security and confidentiality of every document containing the SSN. This means, at a minimum, that Human Resources will maintain all employee files under lock, and that any access to digital files containing all or any part of an employee SSN will be password protected.

Furthermore, no Company employee will display or disclose an employee SSN without the express written consent of either the Human Resources Director or the employee to whom the SSN is assigned. The Company will not mail any document containing an employee's SSN that is visible on, or from, the outside of the mailed article. Nor will the Company use the SSN as an identifying number for its employees, or visibly print it on identification tags, badges, passes, cards or licenses. The Company will not require use or transmission of SSNs over the Internet, or any Company intranet, computer system, or network unless the connection is secure or the transmission is encrypted.

The Company restricts access to any document displaying an employee's SSN to those with a legitimate business need to access such documents. Access to these documents by anyone other than Human Resources must be specifically authorized, in writing, by either the Human Resources Director or the employee to whom the SSN is assigned. Documents containing an employee's SSN will be disposed of in accordance with the Company's Document Retention Policy and procedures.

Nothing in this policy is intended to modify employees' rights to access their own personnel files, as permitted by the Company's policies and under Michigan law. Nor does this policy prohibit the use of an employee's SSN where the use is authorized by state or federal statute, rule, regulation, court order, or pursuant to legal discovery or process.

Violations of this policy will result in disciplinary action up to and including termination of employment. Violators may also be subject to civil and criminal penalties authorized by applicable state or federal law.