

CALIFORNIA ADDENDUM—For California Employees Only

To our California employees: please note that wherever California law provides for or offers greater protections to our employees, California law will govern. All of the policies set forth below may not be applicable to all employees. Please contact a member of the Human Resources Department if you have any questions.

EEOC Protected Status

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

Harassment and Harassment Prevention Training

The harassment prevention policy and complaint procedures contained in the main handbook are applicable to California employees. Duke’s harassment prevention policy in California will be enforced in accordance with the California Fair Employment and Housing Act (“FEHA”). The FEHA prohibits harassment and discrimination in employment because of race, color, religion, sex, gender (including gender identity and gender expression), sexual orientation, marital status, registered domestic partner status, military status, veteran status, national origin (including language use restrictions and possession of a driver’s license issued under section 12801.9 of the California Vehicle Code), protected hair style or texture, ancestry, citizenship status, mental and physical disability, protected medical condition, genetic information, political activity, age, pregnancy (including childbirth or related medical conditions, and breastfeeding), denial of medical and family care leave or pregnancy disability leave, and/or retaliation for reporting any violations of this policy, or any other category protected by applicable law.

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

Sexual harassment also includes harassment based on gender (including gender identity and gender preference), pregnancy, childbirth, or related medical conditions, transgender and sexual orientation (meaning one’s heterosexuality, homosexuality, or bisexuality), and sex stereotyping.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy.

“Gender expression” means a person’s gender-related appearance or behavior, whether or not stereotypically associated with the person’s sex at birth. “Gender identity” means a person’s identification as male, female, a gender different from the person’s sex at birth, or transgender. “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.

By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- unwanted sexual advances;
- offering an employment benefit (such as a raise or promotion or assistance with one’s career) in exchange for sexual favors, or threatening an employment detriment (such as termination, demotion, or disciplinary action) for an employee’s failure to engage in sexual activity;
- offensive visual conduct, such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons or posters;
- offensive sexually explicit communications in any form, such as graphic verbal commentaries about an individual’s body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations, and sexual or gender epithets, derogatory comments or slurs;
- offensive physical conduct, such as touching, assault, impeding or blocking normal work or movement, on the basis of sex or gender;
- offensive remarks concerning a person’s gender characteristics such as vocal pitch, facial hair or the size or shape of a person’s body, including remarks that a male is too feminine or a woman is too masculine.

Other Forms of Prohibited Harassment: In addition to the above listed conduct, Duke strictly prohibits harassment concerning race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or other protected characteristic. By way of illustration only, and not limitation, prohibited harassment such protected characteristics includes:

- slurs, epithets, and any other offensive remarks;
- jokes, whether written, verbal, or electronic;
- threats, intimidation, and other menacing behavior;

- other verbal, graphic, or physical conduct; and
- other conduct predicated upon one or more of the protected categories identified in this policy.

If you have any questions about what constitutes prohibited harassing behavior, ask your supervisor or another member of management.

Moreover, Duke will comply with all applicable laws regarding pay equity between men and women. Any pay discrepancies in pay for substantially similar work will be based on bona fide business factors other than sex. Furthermore, nothing in Duke's policies should be construed to prohibit employees from discussing their own wages.

Duke's policy prohibiting unlawful harassment and discrimination applies to all employees of Duke, including supervisors and managers. Duke prohibits managers, supervisors and employees from harassing or discriminating against co-workers as well as Duke's customers, vendors, suppliers, independent contractors and others doing business with Duke. In addition, Duke prohibits its customers, vendors, suppliers, independent contractors and others doing business with Duke from harassing our employees.

Employees who feel that they have been harassed or discriminated against in violation of this policy must immediately report any violation using the reporting mechanisms set forth in the main policy or to the Human Resources Department so that investigation of the complaint can be undertaken. Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination. Additionally, under California law, employees may be held personally liable for harassing conduct that violates the California Fair Employment and Housing Act. Duke will not retaliate against any employee for lodging a complaint or participating in an investigation. If you feel that you are being retaliated against you should immediately contact the Human Resources, or any other manager. In addition, if you observe retaliation by another employee, supervisor, manager or non-employee please report the incident immediately to the Human Resources.

Additionally, state agencies, including the California Department of Fair Employment and Housing, may have authority to issue accusations against employers, conduct formal hearings, and award affirmative relief. State and federal law also prohibit retaliation against employees because they have filed a complaint with the EEOC or DFEH, participated in an investigation, proceeding, or hearing with either agency, or opposed any unlawful discriminatory practice. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at www.eeoc.gov and www.dfeh.ca.gov.

In accordance with California Government Code § 12590.1, all employees will be provided sexual harassment prevention training and education every two years. Newly hired supervisors or employees promoted into a supervisory position will receive training within six months of assuming supervisory responsibilities. Employees may also review the California Civil Rights Department training program at this link: <https://calcivilrights.ca.gov/shpt/>.

Meal Periods

Except for exempt employees, all employees who work five (5) or more hours in a day are required to take a thirty (30) minute duty-free meal period, except where six hours will complete the day's work (further details below). An employee who works over ten (10) hours in a day is required to take a second thirty (30) minute duty-free meal period unless the employee elects to waive the second meal period as provided for below. When an employee works for a work period of more than five hours, a meal period must start no later than the end of the employee's fifth hour of work (in other words, before the start of the employee's sixth hour of work). A second meal period, if applicable, should begin before the end of the tenth hour of work. Employees should schedule their meal periods at times approved by their supervisors. Employees should exercise personal initiative to take meal breaks on time, even when not specifically directed to do so by a supervisor.

Employees are completely relieved of their job responsibilities during their meal periods. For this reason, unless there is a valid written agreement for an on-duty meal period, employees must clock in and out for their meal periods, or record the beginning and ending time of the meal period on their timesheet every day. Employees may be required to sign a certification providing, among other things, that they have taken all of their daily meal periods during the pertinent pay period. At no time may any employee perform off-the-clock work during a break. Employees are required to accurately record their meal breaks on their time record. Employees must not alter, falsify, or manipulate any aspect of their timekeeping records to inaccurately reflect or hide meal periods or time spent working during meal periods. Employees must clock back in and return to work promptly after the end of the meal period.

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

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

Waiver of Meal Period. Employees may waive, if Duke agrees, their meal periods under the following circumstances. If an employee will complete their work day in six (6) hours, the employee may waive their meal period. Employees who work over ten (10) hours in a day may waive their second meal period only if they take their first meal period and they do not work more than twelve (12) hours that day. Anytime an employee elects to waive a meal period they must submit a written request and receive prior written authorization from their supervisor. Employees may not waive meal periods to shorten their work day or to accumulate meal periods for any other purpose.

No manager or supervisor is authorized to instruct an employee to forego a meal or rest period. Employees should immediately report a managers' or supervisor's instruction to skip a meal period to Human Resources.

On Duty Meal Period. In limited situations, certain designated employees may be required to work an on-duty meal period due to the nature of the employee’s duties. Unless your supervisor directs you to take an on-duty meal period due to the nature of your job duties and you agree to an on-duty meal period in writing, you will not be permitted to take an on-duty meal period. If an on duty meal period is appropriate and approve, it will be paid and treated as hours worked.

Rest Periods

Duke provides all full-time non-managerial and other non-exempt employees with the opportunity to take a ten (10) minute duty free rest period for every four (4) hours worked (or a major fraction thereof; meaning more than two hours), which should be taken so far as practicable in the middle of each work period. Duke generally will not authorize a rest period for employees whose total daily work time is less than three and one-half (3 ½) hours. Employees are expected to schedule their rest periods at their own discretion under these guidelines unless instructed otherwise by a supervisor. Employees should exercise personal initiative to take rest breaks on time, even when not specifically directed to do so by a supervisor. Rest periods may not be combined with meal periods.

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

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

Hours Worked	Number of Rest Breaks
0 – 3.5	0
More than 3.5 – 6.0	1
More than 6.0 – 10.0	2
More than 10.0 – 14.0	3
More than 14.0 – 18.0	4

Employees are relieved of all duties during rest periods. “Duty free” means that the employee is relieved of all work-related responsibilities, including, for example, any obligation to perform tasks, monitor work-related activities, carrying cellular telephones, personal digital assistants, or other communication devices, receiving, reviewing or responding to any communications, and any other tasks.

Employees are permitted to leave their workstations during this time. Employees must promptly return to work at the end of the 10-minute period.

Missed or Interrupted Breaks

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

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

Lactation Break

Duke will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. If possible, the break time should be taken concurrently with other break periods already provided. If this time does not run concurrently with normally scheduled rest periods, non-exempt employees should clock out for this time and such time will be unpaid. Duke will also make a reasonable effort to provide the employee with the use of a room, or other location in close proximity to the employee's work area for the employee to express milk in private.

Employees should notify their immediate supervisor if they are requesting time to express breast milk under this policy. Duke does, however, reserve the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations. Employees who feel Duke have not complied with this policy may file a complaint with the Department of Fair Employment and Housing.

Lactation Space Requirements. Duke will provide employees with the use of a room or location, other than a bathroom, in close proximity to the work area, to express milk in private. This location may be the place where the employee normally works if it meets all other requirements. The location must also:

- be shielded from view and free from intrusion while the employee is expressing milk;
- be safe, clean, and free from hazardous materials;
- contain a surface on which to place a breast pump and personal items;
- contain a place to sit; and
- have access to electricity or alternative devices, such as extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

Also Duke will provide access to a sink with running water and a refrigerator (or other cooling device, if a refrigerator is not possible) suitable for storing milk, in close proximity to the

employee's workplace. If a multipurpose room is used for lactation and other purposes, lactation use must take precedence over the other uses for the time it is in use for lactation purposes.

Duke may make a temporary location available for lactation purposes if all of the following conditions are met:

- Duke is unable to provide a permanent lactation location due to space, operational, or financial limitations;
- The temporary location is not a bathroom and is in close proximity to the employee's work area;
- The temporary lactation location is shielded from view and free from intrusion while an employee expresses milk; and
- The temporary location otherwise meets the state law requirements for lactation accommodation.

Overtime Pay and Work Schedule

The nature of our business sometimes requires employees to work overtime. Your supervisor will notify you when you are required to work overtime. We expect and appreciate your cooperation. We will try to provide you with as much advance notice as possible of any overtime that will be required of you. We expect that all employees who are scheduled to work overtime will be at work, unless excused by their supervisor.

Your supervisor will inform you of the hours you are to work. Due to changing needs of our customers, your actual work schedule may vary from time to time. If it does, you will be notified by your supervisor. Management retains the right to reassign employees to a different shift where it is necessary for the efficient operation of Duke.

If you are a California non-exempt/hourly employee, you will be paid overtime as follows:

- All hours worked in excess of eight hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. Workweeks begin each Sunday at 12:01 a.m.;
- Compensation for hours in excess of 40 for the workweek, or in excess of eight and not more than 12 for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate one and one-half times the employee's regular rate of pay;
- Compensation for hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay.

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

Please remember you are not permitted to work overtime unless it has been authorized in advance by your supervisor. Working overtime without your supervisor's approval may result in discipline, up to and including termination.

Duke pays all overtime wages required by law, and supervisors are expressly forbidden from instructing or encouraging employees to work overtime off the clock. Employees should immediately report to Human Resources any instruction or suggestion by a supervisor that an employee work off the clock.

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

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

Civic Duties

Duke encourages each of its employees to accept his or her civic responsibilities. We are a good corporate citizen, and we are pleased to assist you in the performance of your civic duties.

Jury Duty: If you receive a call to jury duty, please notify your supervisor immediately so he or she may plan the department's work with as little disruption as possible.

Unless otherwise required by state or federal law, time spent by non-exempt employees serving on jury duty will be unpaid. Exempt employees will receive full salary unless they are absent for a full week and perform no work.

You may be requested to provide written verification from the court clerk of performance of jury service. If work time remains after the court releases and employee on any day of jury selection or jury duty, you will be expected to call your supervisor as soon as possible and return to work for the remainder of your work schedule if requested.

Witness Duty: If you receive a subpoena to appear in court, please notify your supervisor immediately. You are expected to return to work as soon as your service as a witness is completed.

Voting: If you would like to vote in a public election, but do not have sufficient time to vote during non-work hours, you may arrange to take up to two hours off from work with pay to vote. To receive time off for voting, you must obtain advance approval from your supervisor and must take the time off to vote either at the beginning or end of your work shift. Duke reserves the right to request a copy of your voter's receipt following any time off to vote.

CALIFORNIA FAMILY RIGHTS ACT LEAVE POLICY

The California Family Rights Act (CFRA) provides many of the same leave benefits and protections to California employees that the federal Family and Medical Leave Act (FMLA) does. However, employees may be eligible for an unpaid CFRA leave not otherwise provided through FMLA and/or any other qualified leave that may run concurrently with CFRA. In circumstances where an employee's leave is covered under both the FMLA and the CFRA, the leaves will run concurrently.

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

Reasons for Leave Under CFRA

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

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

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

Definitions for purposes of this policy

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

"Designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The employee may identify the designated

person at the time the employee requests the leave to care for the person. Employees may designate one designated person per 12-month period for family care and medical leave.

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

“Grandchild” means a child of the employee’s child.

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

“Parent,” for purposes of this policy, means a biological, adoptive, step or foster parent, a legal guardian, or any other individual who stood in loco parentis to the person when the person was a child. Parent does not include a parent-in-law.

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

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

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

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

- (1) Inpatient care (including, but not limited to, substance abuse treatment) in a hospital, hospice or residential medical care facility, including any period of incapacity (that is, inability to work, attend school or perform other regular daily activities) or any subsequent treatment in connection with this inpatient care; or
- (2) Continuing treatment (including, but not limited to, substance abuse treatment) by a health care provider that includes one or more of the following:
 - a. A period of incapacity (that is, inability to work, attend school or perform other regular daily activities due to a serious health condition, its treatment or the recovery that it requires) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves treatment two or more times via an in-person visit to a health care provider, or at least one visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.

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

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

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

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

- (1) Arranging for alternative childcare for the child when the covered active duty or call to covered active duty of the spouse, domestic partner, child, or parent in the Armed Forces of the United States necessitates a change in the existing childcare arrangement.
 - (2) Providing childcare for the child on an urgent, immediate need basis when the need to provide this care arises from the covered active duty or call to covered active duty of the spouse, domestic partner, child, or parent in the Armed Forces of the United States.
 - (3) Enrolling or transferring the child to a new school or day care facility when enrollment or transfer is necessitated by the covered active duty or call to covered active duty of the spouse, domestic partner, child, or parent in the Armed Forces of the United States
 - (4) Attending meetings with staff at the child's school or day care facility, including, but not limited to, meetings with school officials regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors, when these meetings are necessary due to circumstances arising from the covered active duty or call to covered active duty of the spouse, domestic partner, child, or parent in the Armed Forces of the United States.
- (d) To make financial and legal arrangements for either or both of the following purposes:
- (1) Making or updating financial or legal arrangements to address the absence of the spouse, domestic partner, child, or parent in the Armed Forces of the United States while on covered active duty or call to covered active duty, including, but not limited to, preparing and executing financial and healthcare powers of attorney, transferring bank account signature authority, enrolling in the Defense Enrollment Eligibility Reporting System (DEERS), obtaining military identification cards, or preparing or updating a will or living trust.
 - (2) Acting as the representative of the spouse, domestic partner, child, or parent in the Armed Forces of the United States before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the spouse, domestic partner, child, or parent in the Armed Forces of the United States is on covered active duty or call to covered active duty, and for a period of ninety days following the termination of the covered active duty.
- (e) Attending counseling provided by someone other than a health care provider, for oneself, for the spouse, domestic partner, child, or parent in the Armed Forces of the United States, or for the biological, adopted, or foster child, a stepchild, or a legal ward of the spouse, domestic partner, child, or parent in the Armed Forces of the United States, or a child for whom this person stands in loco parentis, who is either not more than 18 years of age, or equal to or more than 18 years of age and incapable of self-care because of a disability at the time that paid family leave is to commence, provided that the need for counseling arises from the covered active duty or call to covered active duty of the spouse, domestic partner, child, or parent in the Armed Forces of the United States.

- (f) Accompanying a spouse, domestic partner, child, or parent in the Armed Forces of the United States while that individual is on short-term, temporary, rest and recuperation leave during the period of deployment in a foreign country, provided that any leave taken for this purpose is for not more than 15 calendar days beginning on the date of commencement for the rest and recuperation leave.
- (g) Attending arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of the covered active duty of the spouse, domestic partner, child, or parent in the Armed Forces of the United States.
- (h) Addressing issues that arise from the death of the spouse, domestic partner, child, or parent in the Armed Forces of the United States while on covered active duty status, including meeting and recovering the body of the spouse, domestic partner, child, or parent in the Armed Forces of the United States, making funeral arrangements, and attending funeral services.
- (i) Any of the following activities related to the parent of the spouse, domestic partner, child, or parent in the Armed Forces of the United States while the parent of the spouse, domestic partner, child, or parent in the armed forces during covered active duty is incapable of self-care by requiring active assistance or supervision over daily self-care in three or more of the activities of daily living or instrument activities of daily living:
 - (A) Arranging for alternative care for the parent of the spouse, domestic partner, child, or parent in the Armed Forces of the United States when the covered active duty or call to covered active duty of the spouse, domestic partner, child, or parent in the Armed Forces of the United States necessitates a change in the existing care arrangement for the parent.
 - (B) Providing care for the parent who is incapable of self-care on an urgent, immediate need basis when the need to provide this care arises from the covered active duty or call to covered active duty of the spouse, domestic partner, child, or parent in the Armed Forces of the United States.
 - (C) Admitting or transferring the parent to a care facility when admission or transfer is necessitated by the covered active duty or call to covered active duty of the spouse, domestic partner, child, or parent in the Armed Forces of the United States.
 - (D) Attending meetings with staff at the parent's care facility, including, but not limited to, meetings with hospice or social service providers of the parent of the spouse, domestic partner, child, or parent in the Armed Forces of the United States when these meetings are necessary due to circumstances arising from the covered active duty or call to covered active duty of the spouse, domestic partner, child, or parent in the Armed Forces of the United States.

For purposes of this subdivision, "activities of daily living" include adaptive activities, such as caring appropriately for one's grooming and hygiene, bathing, dressing, and eating. Instrumental activities of daily living include, but are not limited to, cooking,

cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, and using a post office.

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

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

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

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

Requesting Leave

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

- (1) the date on which the serious health condition commenced;
- (2) the probable duration of the condition;

- (3) an estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring the care; and
- (4) that the serious health condition warrants the participation of the employee to provide care during the period of treatment or supervision of the individual requiring care.

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

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

Leave Details

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

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

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

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

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

Any requests for extensions of a CFRA should be received at least five (5) working days before the date on which the employee was originally scheduled to return to work and must include the revised anticipated date(s) and duration of the additional CFRA leave.

An employee may elect to use any accrued vacation time during the leave until such time all benefits are exhausted. If the CFRA leave is for the employee's own serious health condition, the use of accrued sick and/or vacation time during the leave is required. The leave shall then be considered unpaid and no vacation/sick time will accrue. The use of such accrued benefits shall not extend the period of the approved leave of absence. Employees receiving disability pay, or Paid Family Leave from the State of California, are not required to use their vacation time or paid sick time while receiving disability/PFL benefits but may do so to supplement their income.

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

To the extent permitted by law, leave taken pursuant to the CFRA policy shall run concurrently with any other leave for which the employee is eligible. One example of this would be a leave that is subject to both the FMLA and the CFRA. Leave taken pursuant to this policy shall be counted against the employee's rolling twelve (12) month calculation for CFRA entitlements under the CFRA and any applicable State or local laws.

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

Please remember, throughout the duration of the leave, the availability of benefits, the opportunity for reinstatement, and other privileges associated with this leave are limited to the requirements of applicable state and federal law. No express or implied contractual rights should be inferred from this policy.

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

Bereavement Leave

In accordance with the California Family Rights Act, employees who have worked for Duke for at least 30 days before the leave begins are eligible for up to five days of leave for the death of a family member.

For purposes of this provision, “family member” means a spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law.

Employees may be required to provide documentation of the death of the family member within 30 days of the first day of leave. Documentation may include a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

Reproductive Loss Leave

Effective January 1, 2024, employees who have been employed for at least 30 days prior to the commencement of the need for leave are eligible. Employees are entitled to take up to 5 days of unpaid leave following a reproductive loss event.

If an employee experiences more than one reproductive loss event within a rolling 12-month period, the employee is limited no more than 20 days of total reproductive loss leave time within the 12-month period.

A *reproductive loss event* means the day of (or the final day of, if a multiple-day event) the following:

1. *Miscarriage* (i.e., a miscarriage by a person, by the person’s current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy);
2. *Stillbirth* (i.e., a stillbirth resulting from a person’s pregnancy, the pregnancy of a person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth);
3. *Unsuccessful assisted reproduction* (i.e., an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure; applies to a person, the person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy); or

4. *Failed adoption* (i.e., the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party; applies to a person who would have been a parent of the adoptee if the adoption had been completed).

The days of reproductive loss leave may be taken non-consecutively as long as the reproductive loss leave is completed within 3 months after the event entitling the employee to the leave. If, however, prior to or immediately after a reproductive loss event, an employee is on or chooses to go on pregnancy disability leave or California Family Rights Act leave, or any other leave entitlement under state or federal law, the employee has 3 months following the end of the other leave in which to complete their reproductive loss leave.

Reproductive loss is unpaid; however, an employee may use any available paid time off that is otherwise available to the employee. Reproductive loss leave is a separate and distinct right from any other right under the California Fair Employment and Housing Act.

Pregnancy Disability Leave of Absence

If you are planning to take Pregnancy Disability Leave ("PDL"), please advise Duke as early as possible. You should make an appointment with your supervisor or Human Resources to discuss the following conditions:

- Duration of PDL will be determined by the advice of your physician, but you may take up to four months (17 1/3 weeks). Part-time employees are entitled to leave on a pro rata basis. The four months (17 1/3 weeks) of leave includes any period of time for actual disability caused by your pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care.
- Duke will also reasonably accommodate medical needs related to pregnancy, childbirth, or related conditions or temporarily transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy.
- For calculation purposes, PDL will run concurrently with leave taken under Duke's Family/Medical Leave.

Notice of Start and Duration of PDL

You must inform Duke when your leave is expected to begin and how long it will likely last.

If the need for a leave, reasonable accommodation, or transfer is foreseeable, you must provide reasonable advance notice at least 30 days before the PDL or transfer is to begin. You must consult with Human Resources regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of Duke. Any such scheduling is subject to the approval of your health care provider.

If 30 days' advance notice is not possible, notice must be given as soon as practical. Failure to give reasonable advance notice may result in delay of leave, reasonable accommodation, or transfer.

PDL usually begins when ordered by your physician. You must provide Duke with a written certification from a health care provider for need of PDL, reasonable accommodation, or transfer. The certification must be returned within 15 calendar days. Failure to do so may, in some circumstances, delay PDL, reasonable accommodation, or transfer. The certification indicating the need for disability leave should contain:

- A statement that you need to take pregnancy disability leave because you are disabled by pregnancy, childbirth or related medical condition;
- The date on which you became disabled due to pregnancy;
- The probable duration of the period or periods of disability; and
- If you need a reasonable accommodation or transfer, a medical certification is sufficient if it contains all of the following: a description of the requested reasonable accommodation or transfer; a statement that describes 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/will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

Leave returns will be allowed only when your physician sends a release.

Continuous or Intermittent Use Permitted

PDL does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of 30 minutes.

PDL and Paid Sick Leave

An employee will be required to use accrued paid sick leave (if otherwise eligible to take the time) during PDL. An employee may also use accrued paid vacation or additional sick leave (if otherwise eligible to take the time) during PDL. Duke may coordinate wages with California State Disability Insurance (SDI). Wages received during a period of disability, plus disability insurance cannot exceed an individual's weekly wage. Paid vacation time is not considered wages for determining eligibility for SDI benefits for medical leave.

Temporary Transfer

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

can include altering an existing job to better accommodate your need for intermittent leave or a reduced work schedule.

Reinstatement

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

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

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

Benefits Continuation

Duke will continue an employee's group health plan benefits during PDL, so long as she pays the regular contribution toward her portion of the benefit premiums. Failure to make these contributions will cause the particular benefit to be discontinued. The employee must make the necessary arrangements with Human Resource prior to PDL commencement. In some instances, Duke may recover premiums it paid to maintain health coverage for an employee who fails to return to work following PDL.

Leave for Victims of Domestic Violence, Stalking, & Sexual Assault

To the extent required by law, employees who are victims of domestic violence, abuse that results in physical or mental injuries, a crime, stalking, or of sexual violence and assault may receive unpaid leave to: 1) obtain services from a domestic violence shelter or rape crisis center; 2) seek medical attention for injuries caused by domestic violence, stalking, or sexual assault; 3) obtain psychological counseling for the stalking, domestic violence or sexual assault; or 4) take action, such as relocation, to protect against future domestic violence, stalking, or sexual assault; or 5) obtain a restraining order, a temporary restraining order, or other injunctive relief to protect against future domestic violence, stalking, or sexual assault.

To take this leave, the employee must provide Duke with advance notice of this leave. If advance notice is not possible, the employee must provide Duke with the following certification upon returning back to work: 1) a police report showing that the employee was a victim of domestic violence, stalking, or sexual assault; or 2) a court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court; or 3) documentation from a medical professional, domestic violence or sexual assault victim advocate, health care provider, or counselor showing that the employee's absence was due to treatment for injuries from domestic violence or sexual assault.

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

Duke is also committed to complying with the laws protecting victims of domestic violence, sexual assault or stalking by providing reasonable accommodation(s) to protect the safety of the victim while at work. Duke will provide a reasonable accommodation for any known victim of domestic violence, sexual assault or stalking to the extent required by law, provided the requested accommodation does not create an undue hardship for Duke and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. If you require an accommodation for your safety while at work, you must notify the President. Once Duke is aware of the need for an accommodation, Duke will engage in an interactive process to identify possible accommodations.

Leave for Victims of Felony Crimes

To the extent required by law, employees who are victims of certain, specified felony crimes, or who are immediate family members (i.e. spouse, registered domestic partner, parent, child, or sibling) of a victim, may receive unpaid time off from work to attend judicial proceedings related to that crime. To take this leave, the employee must provide Duke in advance with a copy of the notice of the proceeding. If advanced notice is not possible, the employee must provide Duke with appropriate documentation evidencing the employee's attendance at the judicial proceeding immediately upon returning back to work.

Any absence from work to attend judicial proceedings or proceedings involving victim rights will be unpaid, unless you choose to take paid time off.

Unpaid Military Spouse Leave

Purpose

To provide a leave of absence for an employee who is the spouse (or registered domestic partner) of a qualified member of the United States Armed Forces, National Guard or Reserves in accordance with applicable law.

Eligibility

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

Duration of Leave

Eligible employees may take up to ten (10) days unpaid leave. Employees may utilize accrued vacation during the leave.

Procedure for Requesting Military Spouse/Registered Domestic Partner Leave

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

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

Definitions

Qualified Member – means (i) a member of the United States Armed Forces who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (ii) a member of the National Guard or Reserves who has been deployed anywhere during a “period of military conflict.”

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

Organ and Bone Marrow Donation Leave

Duke shall grant to an employee the following paid leaves of absence to assist with organ or bone marrow donation:

A leave of absence not exceeding 30 business days to an employee who is an organ donor in any one-year period, for the purpose of donating his or her organ to another person. Additionally, if needed, an eligible employee may be entitled to an addition 30 days of unpaid leave in any one-year period.

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

a. In order to receive a leave of absence pursuant to this policy and employee must have been employed by Duke for at least ninety (90) days and an employee shall provide written verification to (human resources) that he or she is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

b. Any period of time during which a employee is required to be absent from his or her position by reason of being an organ or bone marrow donor will not be considered a break in his or her continuous service for the purpose of his or her right to salary adjustments, PTO, annual leave, or seniority. During any period that an employee takes leave under this policy, Duke will maintain and pay for coverage under any group health plan, for the full duration of the leave.

c. Duke may require as a condition of an employee's initial receipt of bone marrow or organ donation leave that the employee take up to five days of earned but unused sick or vacation leave for bone marrow donation and up to two weeks of earned but unused sick or vacation leave for organ donation.

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

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

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

Unpaid Family School Partnership Leave

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

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

The time off may also be for the purposes of addressing a child care provider or school emergency. An emergency means that an employee's child cannot remain in a school or with a child care provider due to one of the following: (a) the school or child care provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or child care provider; (b)

behavioral or discipline problems; (c) closure or unexpected unavailability of the school or child care provider, excluding planned holidays; (d) a natural disaster, including but not limited to fire, earthquake or flood.

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

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

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

School Appearances Involving Suspension

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor as soon as possible before leaving work. In agreement with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

State Mandated Insurance Benefit Programs

State Disability Insurance

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

Family Temporary Disability Insurance

In addition, we are also required to withhold a certain percentage of your wages pursuant to the Family Temporary Disability Insurance Act ("FTDI") in order to fund the Paid Family Care Leave Program. FTDI is another disability benefits program that is administered by California's Employment Development Department which allows eligible employees to receive compensation for lost wages, for up to six (6) weeks in a twelve month period, if you take time off work to provide care for a seriously ill child, spouse, parent, domestic partner, grandparent, grandchild, sibling, or parent-in-law, or to bond with a minor child within one year of the birth or placement of the child in connection with foster care or adoption.

Despite its name, the FTDI is not a "leave" program; it does not provide you with any entitlement to leave beyond that which you are entitled pursuant to Duke policy. In addition, you will be required to use up to two (2) weeks of accrued vacation prior to receiving FTDI benefits during any twelve-month period. You may also elect to use your sick leave during receipt of FTDI benefits. Note that you may not be eligible for FTDI benefits if you are receiving State Disability Insurance, Unemployment Compensation Insurance or Workers' Compensation benefits. You must notify Duke if you intend to file for FTDI benefits.

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