



**ASSOCIATE ACKNOWLEDGEMENT OF RECEIPT
OF DISTRICT OF COLUMBIA ADDENDUM**

I understand that my employment with Goodwill is for an unspecified term and may be terminated at the will of either the Organization or myself, with or without reason or cause, and with or without notice. No words or actions of the Organization will be deemed to create an express or implied contract of employment or require the Organization to have good cause for terminating my employment. No representative of the Organization is authorized to provide any associate or associates with an employment contract or special arrangement concerning terms or conditions of employment unless the contract or agreement is in writing and signed by the President and CEO of the Organization

I acknowledge I have received a copy of Goodwill's District of Columbia Addendum to its Associate Handbook. I understand I am responsible for reading the contents of the District of Columbia Addendum, and for complying with the policies and rules outlined therein. I further acknowledge that I have read the District of Columbia Addendum in its entirety in accordance with this responsibility.

I understand that while employed by Goodwill, I must comply with all Organization policies and rules except as otherwise provided and/or prohibited under federal, state, and/or local law. I further understand that any rules, policies, and benefits described in the Associate Handbook and the District of Columbia Addendum may be modified or varied from by the Organization at anytime—except as required by law and except for the rights of the parties to terminate employment at will (which may be modified only by an express written agreement signed by both me and the President and CEO of the Organization).

Date

Associate Name

Associate Signature

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**District of Columbia Addendum
to Associate Handbook**

ABOUT THIS ASSOCIATE HANDBOOK ADDENDUM

This Addendum is meant to supplement the Goodwill Industries’ Associate Handbook by providing additional information regarding laws specific to the District of Columbia. In the event of a conflict between this Addendum and our Associate Handbook, this Addendum will govern. As with the Associate Handbook, the contents of this District of Columbia Addendum are guidelines only, and do not create contract of employment between you and Goodwill.

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FAMILY AND MEDICAL LEAVE

In addition to the leave available under the Organization’s Family and Medical Leave Act (“FMLA”) policy, associates in the District of Columbia may also be eligible for family/medical leave under the D.C. Family and Medical Leave Act (“DC FMLA”). In order to be eligible for leave under the DC FMLA, associates must have worked for the Organization for 12 consecutive months and must have worked at least 1,000 hours in the 12-month period preceding their request for leave. Under the DC FMLA, hours “worked” includes paid time off, paid holidays, vacation and sick leave.

Eligible associates may take up to 16 weeks of family leave (leave to care for a family member for the reasons outlined below or in the FMLA policy) and an additional 16 weeks of medical leave (leave for an associate’s own serious health condition), for a total of thirty-two (32) workweeks during any 24-month period. The 12- or 24-month period in which associates may take FMLA or DC FMLA leave is calculated as a rolling 12- or 24-month period measured backward from the date the associate uses any FMLA or DC FMLA leave. Where both the federal and DC FMLA laws apply, any leave taken will be counted under both laws at the same time.

In addition to the entitlements outlined in the FMLA policy, DC FMLA leave may also be taken for any one, or for a combination, of the following reasons:

- In addition to leave for the birth, foster care placement or adoption of a child, eligible associates may take leave for the placement of a child for whom the associate permanently assumes parental responsibility.
- To care for a family member with a “serious health condition.”
 - Under the DC FMLA, “family member” includes someone who is related by blood, legal custody, or marriage; a child who lives with the associate and for whom the associate permanently assumes and discharges parental responsibility; and any person with whom the associate has shared a residence in the last year and with whom the associate has a committed relationship. A “committed relationship” may be characterized by economic and domestic interdependence, public presentation of the relationship, and exclusiveness and length of the relationship, among other things.
 - Under the DC FMLA, a “serious health condition” may include continuing treatment or supervision at home by a health care provider or other competent individual.

However, unlike the FMLA, the DC FMLA does not cover leave for certain qualifying exigencies

Under the DC FMLA associates may, but are not required to, substitute appropriate paid leave for unpaid FMLA leave. An associate's decision to decline substitution of paid leave for unpaid DC FMLA leave time does not extend the length of the FMLA and/or DC FMLA leave. In addition, the substitution of paid time for unpaid FMLA or DC FMLA leave time does not extend the length of FMLA leaves and the paid time will run concurrently with an associate's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness will run concurrently with any FMLA and/or DC FMLA leave entitlement.

DISTRICT OF COLUMBIA ACCRUED SICK AND SAFE LEAVE ACT (SSLA)

The Organization provides paid sick leave to all D.C. associates pursuant to the D.C. Accrued Sick and Safe Leave Act. For associates who are eligible to accrue and use Organization paid leave (vacation, sick, etc.), Sick/Safe leave is provided as part of, and not in addition to, the Organization's paid leave program.

Accrual

Associates begin to accrue paid sick leave pursuant to this policy from the date of hire. Associates accrue paid sick leave at a rate of 1 hour for every 87 hours worked up to a maximum of 3 days per calendar year. Exempt associates only accrue leave under this policy for up to 40 hours worked per week. Nonexempt associates accrue leave based on all hours worked, including overtime. Both part-time and full-time associates are eligible to accrue sick/safe leave, as long as they meet the eligibility criteria. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1st and ending on December 31st.

Usage

Associates may begin using paid sick leave under this policy after the 90th day of employment.

An associate may use paid sick leave under this policy for the following reasons:

- (a) An absence resulting from a physical or mental illness, injury, or medical condition of the associate;
- (b) An absence resulting from obtaining professional medical diagnosis or care or preventive medical care for the associate; or

- (c) An absence for the purpose of caring for a family member who has any of the conditions or needs for diagnosis or care described in paragraphs (a) and (b) of this subsection.

An associate may also use paid leave for an absence if the associate or the associate's family member is a victim of stalking, domestic violence, or sexual abuse and the absence is directly related to medical, social, or legal services pertaining to the stalking, domestic violence, or sexual abuse for the purposes of:

- (a) Seeking medical attention for the associate or the associate's family member to treat or recover from physical or psychological injury or disability caused by the stalking, domestic violence, or sexual abuse;
- (b) Obtaining services for the associate or the associate's family member from a victim services organization;
- (c) Obtaining psychological or other counseling services for the associate or the associate's family member;
- (d) The temporary or permanent relocation of the associate or the associate's family member;
- (e) Taking legal action, including preparing for or participating in any criminal or civil proceeding related to or resulting from the stalking, domestic violence, or sexual abuse; or
- (f) Taking other actions that could be reasonably determined to enhance the physical, psychological, or economic health or safety of the associate or the associate's family member or the safety of those who work or associate with the associate.

For purposes of this policy, family member includes a child; parent; spouse; domestic partner; the parents of a spouse; children (including foster children and grandchildren); spouses of children; parents; siblings; spouses of siblings; a child who lives with an associate and for whom the associate permanently assumes and discharges parental responsibility; and a person with whom the associate shares or has shared, for not less than the preceding 12 months, a mutual residence and with whom the associate maintains a committed relationship, as defined in D.C. Code § 32-701(1)).

Some, but not all, Sick/Safe leave also will be covered by the Family and Medical Leave Act (FMLA) and/or D.C. Family and Medical Leave Act (DC FMLA). Leave that qualifies under multiple policies will run concurrently, and will be subject to the requirements of all applicable policies.

For associates who are entitled to accrue paid leave under the Organization's policies (vacation, sick, etc.), paid leave and Sick/Safe leave will run concurrently. Leave that qualifies under both policies will count under both policies, but the associate will only be paid once for the leave.

It is each associate's responsibility to reserve sufficient paid leave time to attend to these issues. An associate who has used all of the associate's paid leave time will not be provided additional paid leave if one of these issues arises.

Notice & Documentation

If possible, associates must provide at least 10 days prior notice of the planned use of paid sick leave under this policy. Where 10 days prior notice is not possible, the associate must provide notice as soon as possible, ideally in writing. In the case of an emergency, associates must notify the Organization of need to use paid sick leave prior to the start of their next shift or within 24 hours of the onset of the emergency, whichever is sooner. Associates are required to make a reasonable effort to schedule paid sick leave in a manner that does not unduly disrupt the Organization's operations. If paid sick leave is requested in a non-emergency situation, the associate must consult with the Organization regarding the date and time of the paid leave to be taken.

Associates are required to provide reasonable certification of the reason for leave within 1 business day of return to work where the requested leave under this policy is for 3 or more consecutive days. A reasonable certification may include:

- (a) A signed document from a health care provider affirming the illness of the associate or the associate's family member;
- (b) A police report indicating that the associate or the associate's family member was the victim of stalking, domestic violence, or sexual abuse;
- (c) A court order indicating that the associate or associate's family member was the victim of stalking, domestic violence, or sexual abuse;
- (d) A signed written statement from a victim and witness advocate affirming that the associate or associate's family member is involved in legal action or proceedings related to stalking, domestic violence, or sexual abuse. The signed statement shall include only the name of the associate or associate's family member who is a victim and the date on which services were sought; or
- (e) A signed written statement from a victim and witness advocate, or domestic violence counselor affirming the associate or associate's family member sought services to enhance the physical, psychological, economic health or safety of the associate or associate's family member.

Payment

Paid sick leave under this policy will be calculated based on the associate's base pay rate at the time of absence, which in no event will be less than minimum wage. It does not include overtime or any special forms of compensation such as incentives, commissions, or bonuses. Use of paid leave is not considered hours worked for purposes of calculating overtime.

Carryover & Payout

An associate may carryover any accrued, unused paid sick leave under this policy. Accrued but unused paid sick leave under this policy will not be paid at separation.

Enforcement & Retaliation

The Organization prohibits retaliation against any associate who asserts their rights to receive paid sick leave under this policy. The Office of Wage-Hour of the DC Department of Employment Services can investigate possible violations. To request full text of the Act, to obtain a copy of the rules associated with this Act, or to file a complaint, contact the Office of Wage-Hour at (202) 671-1880, 4058 Minnesota Avenue, N.E., 4th Floor, Washington, D.C. 20019, or visit www.does.dc.gov.

Any associate who needs paid leave for one of the purposes listed above, and is denied that leave, may contact the Director of Human Resources for an individualized review of the associate's situation, to ensure full compliance with the SSLA. Associates with questions regarding this policy can contact the Director of Human Resources.

PAID FAMILY LEAVE LAW

The Organization provides paid family leave to eligible associates pursuant to the District of Columbia's Paid Family Leave Law. That law allows associates to receive paid leave for qualifying leave events. Eligible associates receive this pay through application to the D.C. government, not from the Organization.

Eligibility

Eligible associates are those: (1) who spend more than 50% of his or her work time for the Organization in the District of Columbia; or (2) whose employment for the Organization is based in the District and who regularly spends a substantial amount of his or her work time for the Organization in the District and not more than 50% of his or her work time for the Organization in another jurisdiction.

Permissible Purposes for and Amount of Leave

In a 12-month period, eligible associates are provided paid family leave for the following reasons:

- (i) 8 weeks to bond with a new child ("Parental Leave");
- (ii) 6 weeks to care for a family member with a serious health condition ("Family Leave");
and
- (iii) 2 weeks to care for the associate's own serious health condition ("Medical Leave").

An associate is not entitled to receive payment for more than 8 workweeks total of paid-leave benefits in a 52-workweek period regardless of the number of qualifying leave events that occurred during that period.

Parental Leave Details

Eligible associates may take a maximum of 8 workweeks of paid leave within one year of the occurrence of a qualifying parental leave event. A qualifying parental leave event means events, including bonding, associated with: (1) the birth of a child of an eligible individual; (2) the placement of a child with an eligible individual for adoption or foster care; or (3) the placement of a child with an eligible individual for whom the eligible individual legally assumes and discharges parental responsibility.

Family Leave Details

Eligible associates may take a maximum of 6 workweeks of paid leave within a 52-workweek period in order to provide care or companionship to a family member because of the occurrence of a qualifying family leave event. A qualifying family leave event means the diagnosis or occurrence of a serious health condition of a family member of an eligible individual. “Serious health condition” is defined below.

A qualifying family member is considered:

- Biological, adopted, foster, or step child (including a child of a domestic partner); a legal ward, or someone that an employee acts as parent to;
- Biological, foster, or adopted parent, a parent-in-law, a stepparent, a legal guardian, or other person who acted as a parent to the employee when the employee was a child;
- A domestic partner or spouse;
- A grandparent; or
- A sibling

Medical Leave Details

Eligible associates may take a maximum of 2 workweeks of paid leave following the occurrence of a qualifying medical leave event. A qualifying medical leave event means the diagnosis or occurrence of a serious health condition of an eligible individual. “Serious health condition” is defined below.

Serious Health Condition

A “serious health condition” is a physical or mental illness, injury, or impairment that requires inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or supervision at home by a health care provider or other competent individual. The serious health condition must make the associate unable to work, attend school, or perform activities of daily living.

Intermittent Paid Family Leave

Paid family leave can be taken all at once, or intermittently, but it must always be taken in full day increments. If an associate takes intermittent leave, the total amount of intermittent

leave cannot exceed 6 workweeks in a 52-workweek period for a qualifying family leave event, 2 workweeks in a 52-workweek period for a qualifying medical leave event, or 8 workweeks in a 52-workweek period for a qualifying parental leave event.

Elimination Period

After the occurrence of a qualifying event, an associate must wait one week during which no benefits are payable before being entitled to receive payment of paid leave benefits. However, regardless of the number of qualifying events for which an associate files a claim for paid-leave benefits, the associate only has one waiting period during which no benefits are payable within a 52-week period.

Amount of Paid Leave Benefit

The amount an associate receives depends on the associate’s average weekly wage (as defined by law).

| If the associate’s average weekly wage is | Then the associate’s paid leave will be paid at | Up to a maximum of |
|--|---|---|
| Equal to or less than 150% of the D.C. minimum wage times 40 | 90% of the associate’s average weekly wage | |
| Greater than 150% of the D.C. minimum wage times 40 | 90% of 150% of the District’s minimum wage multiplied by 40 <i>plus</i> 50% of the amount by which the associate’s average weekly wage exceeds 150% of the District’s minimum wage multiplied by 40 | \$1,000 per week (this number may increase after October 1, 2021) |

Associate’s Notice to the D.C. Office of Paid Family Leave

Associates who experience an event that may qualify for paid family leave must contact the Office of Paid Family Leave using the online paid family leave portal. Associates who request paid family leave will be required to provide documentation of the need for such leave to the Office of Paid Family Leave.

The D.C. government should notify the Organization within 3 business days of an associate filing a claim for benefits. However, each associate must also notify the Organization of the need to use paid-leave benefits, as described below.

The D.C. Office of Paid Family Leave is required to notify an associate whether the claim has been approved or denied within 10 days of the application for benefits.

Associate's Notice to the Organization

To the extent practicable, an associate must provide written notice to the Organization of the need for the use of paid-leave benefits before taking leave. The written notice must include a reason for the absence involved and the expected duration of the paid leave.

If the paid leave is foreseeable, the written notice must be provided at least 10 days, or as early as possible, in advance of the paid leave. If the paid leave is unforeseeable, a notification, either oral or written, must be provided before the start of the work shift for which the paid leave is being used. In the case of an emergency, the associate, or another individual on behalf of the associate, shall notify the Organization, either orally or in writing, within 48 hours of the emergency occurring.

Any notice to the Organization must be given to the Human Resources Department at (804) 521-4981 or sent to HRPaperwork@goodwillvirginia.org.

Interaction with Other Laws and Benefits

- Eligible associates are not eligible to collect paid family leave benefits while receiving long-term disability benefits or unemployment compensation.
- To the extent consistent with any applicable short-term disability policy, short-term disability payments may be reduced by any amount an associate receives from paid family leave.
- Associates must inform the Organization regarding the amount of any paid family leave benefit the associate receives. To the extent permitted by law, the Organization reserves the right to off-set any other compensation paid by the Organization by such amount.
- While an eligible associate is receiving paid family benefits, the Organization will maintain any existing health benefits on behalf of the associate. While an associate is on paid family leave, he or she must continue to pay his or her share of group health benefit premiums for coverage of the associate and, if applicable, for coverage of the associate's dependents.
- If the paid family leave is for an event or occurrence that is covered by the DC Family and Medical Leave Act (DCFMLA) and/or any other leave (including federal FMLA leave), paid family leave will run concurrently with, and not in addition to, such other leave.

- Paid family leave will run concurrently with any approved parental leave as provided in this handbook and in accordance with applicable law.
- Associates will/will not accrue vacation or sick days during their paid family leave.

Job and Benefits Protection

The D.C. paid leave law does not provide job protection to any associate beyond that to which an associate may be entitled under the D.C. FMLA.

However, associates are protected from retaliation for taking paid leave. Specifically, it is unlawful to interfere with, retrain, or deny the exercise of any right under the paid leave law. It is also unlawful for an employer to retaliate against an employee for: (1) opposing a practice that the paid leave law makes unlawful; (2) filing or attempting to file a charge under the paid leave law; (3) instituting or attempting to institute a proceeding under the paid leave law; (4) facilitating the institution of a proceeding under the paid leave law; (5) requesting, applying for, or using paid-leave benefits; or (6) giving any information or testimony in connection with an inquiry or proceeding related to the paid leave law.

If you believe you or any other associate is subject to unlawful retaliation, you must report the retaliation immediately to the Human Resources Department at (804) 521-4981 for the Organization to investigate and take remedial measures, if any are necessary.

Every associate is required to certify on an annual basis that they have received the Paid Family Leave Notice to Employees, located here: https://does.dc.gov/sites/default/files/dc/sites/does/page_content/attachments/OPFL%20Employee%20Notice_FINAL.pdf

Furthermore, an associate has a right to file a complaint for a violation of the paid family leave law. An associate should visit the D.C. Office of Paid Family Leave online for more information about how to file such a complaint or call the D.C. Office of Paid Family Leave at 202-899-3700.

Substitution

Eligible associates may use accrued but unused paid vacation, personal/sick leave, or other paid leave so that the associate can earn their full regular salary during all or part of their paid family leave. The Organization does not require that associates use such accrued, unused paid time off benefits while on paid family leave. However, if an eligible associate chooses to use such paid time off benefits, the Organization will seek reimbursement for any paid family leave benefits received by the associate during that period. Associates are required to tell the Organization the amount of their paid family leave benefits if they receive such benefits.

PARENTAL LEAVE

Associates who work in DC and are parents are entitled to a total of 24 hours of unpaid leave during any 12-month period to attend or participate in school-related events for their children. The term “parent” for purposes of this policy includes a father or mother, a person with legal custody of a child, a guardian of a child, an aunt, uncle or grandparent, or someone who is married to any of the above.

School-related events include activities sponsored by either a school or an associated organization, such as a parent-teacher association. Examples of school-related events include a concert, play or rehearsal, a sporting event, and a meeting with a teacher or counselor. A school-related event must involve the associate’s child directly as either a participant or a subject, but not as a spectator.

The Organization may deny a request for leave under this policy if the granting of the leave would disrupt the Organization’s business and make the achievement of production or service delivery unusually difficult. The leave provided by this policy is unpaid unless the parent elects to use any paid vacation, personal, or other leave (not including sick leave) that has been provided by the Organization. Associates who desire to take leave under this policy must notify their supervisors at least 10 calendar days prior to the leave, unless the need to attend the event cannot reasonably be foreseen.

ASSOCIATES WHO ARE LACTATING

In accordance with D.C. law, the Organization will provide reasonable daily break periods to accommodate an associate who is a nursing mother desiring to express breast milk for the associate’s child. The break time, if possible, will run concurrently with any rest and meal periods already provided to the associate. If the break time cannot run concurrently with rest and meal periods already provided to the associate, the break time will be unpaid.

The Organization must provide a sanitary location so that breastfeeding mothers are able to express breast milk for their children. This location may be the associate’s private office, if applicable

We will not interfere with, restrain or deny an associate’s use of leave under this policy. Associates will be protected from retaliation for taking leave under this policy, raising a complaint or concern about this policy, or filing or cooperating in the investigation of a complaint under this policy. If you believe you have been retaliated against in violation of this policy, please contact Human Resources.

JURY SERVICE

Associates will not be discharged, threatened or otherwise coerced with respect to employment because the associate receives a summons, responds to a summons, serves as a juror, or attends Court for prospective jury service.

VOTING LEAVE

Associates employed in the District of Columbia will be entitled to two hours of paid leave to vote. Associates must provide reasonable advance notice of any request to use voting leave. The Organization may specify the hours during which the associate may take voting leave. For example, the Organization may require an associate to take the leave during a period designated for early voting instead of on the day of the election, or at the beginning or end of an associate's scheduled working hours.