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FAMILY AND MEDICAL LEAVE ACT (“FMLA”) POLICY
November 2013, revised April 2019

1. Purpose

It is the policy of the Company to provide leaves of absence in accordance with the Family and Medical Leave Act of 1993, as amended (“FMLA”). FMLA leave is unpaid leave, although certain paid leaves may be available to provide pay to an employee on FMLA leave.

2. Eligibility

Eligibility for FMLA leave is dependent upon multiple factors, and not all employees of the Company are necessarily eligible for FMLA leave. To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

1. The employee must have worked for the Company for at least 12 months or 52 weeks on the date of the commencement of the leave. The 12 months or 52 weeks need not to have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee was on leave during the week.
2. The employee must have worked at least 1,250 hours for the Company during the twelve-month period immediately before the date when the leave is requested to commence. (The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.)
3. The employee must work in an office or worksite where 50 or more employees are employed by the Company within 75 miles of that office or worksite. The distance is to be calculated by using available transportation by the most direct route.
4. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations.

Employees should contact the HR Department with any specific questions about their individual eligibility for FMLA leave.

3. Interpretation

Subject to applicable law and regulations, the Company reserves the right to interpret this FMLA policy in accordance with the Company’s business judgment.

4. Type of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

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1. The birth of a child and in order to care for that newborn child;
2. Placement with the employee of a child for adoption or foster care;
3. To care for a spouse, child or parent with a Serious Health Condition;
4. Because of the employee's own Serious Health Condition that renders the employee unable to perform the functions of his or her position;
5. Because of any Qualifying Exigency arising out of the fact that the employee's spouse, son, daughter or parent (the military member or member) is on Covered Active Duty or called to covered active duty status (or has been notified of an impending call or order to Covered Active Duty).;; or
6. To care for a Covered Service member with a Serious Injury or Illness if the employee is the spouse, son, daughter, parent or next of kin of the Covered Service member.

5. Definitions

Serious Health Condition: An illness, injury, impairment or physical or mental condition that makes the employee unable to perform the functions of the employee's position and involves Inpatient Care (i.e., an overnight stay) at a hospital, hospice or residential medical care facility or Continuing Treatment by a Health Care Provider.

Inpatient Care: An overnight stay in a hospital, hospice, or residential medical care facility, including any Period of Incapacity (defined as an inability to work, attend school or perform other regular daily activities) or any subsequent treatment in connection with such Inpatient Care.

Continuing Treatment: A Serious Health Condition involving continuing treatment by a Health Care Provider includes any Period of Incapacity of more than three (3) consecutive calendar days, and any subsequent treatment or Period of Incapacity relating to the same condition that also involves:

- a) Incapacity and Treatment: Treatment two (2) or more times within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a Health Care Provider; or treatment by a Health Care Provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the Health Care Provider, or
- b) Pregnancy: Any period of incapacity due to pregnancy; or
- c) Chronic Conditions: Continuing treatment by a Health Care Provider of a chronic Serious Health Condition which requires period visits (at least twice per year) for treatment by a Health Care Provider; continues over an extended period of time; and may cause episodic rather than continuing Period of Incapacity; or
- d) Permanent or Long-Term Conditions: A Period of Incapacity which is permanent or long-term due to a condition for which treatment may not be effective; or
- e) Condition Requiring Multiple Treatments: Any period of absence to receive multiple treatments by a Health Care Provider, including any associated period of recovery.

Health Care Provider: A medical doctor or osteopathic physician who is authorized to practice medicine or surgery by the state in which the doctor practices; or any other person determined by the Secretary of Labor to be capable of providing health care services.

Spouse: Means a husband or wife as defined or recognized under State law for purposes of marriage in the State where the employee resides, including same sex and/or common law marriage in States where such marriages are recognized.

Serious Health Condition of Eligible Dependent: An injury, illness, impairment or physical condition that involves inpatient care in a hospital, hospice, residential medical care facility or controlled treatment by a Health Care Provider.

Qualifying Exigency: Qualifying exigencies for which an employee may take leave include (a) short-notice deployment; (b) military events and related activities; (c) childcare and school activities; (d) financial and legal arrangements; (e) counseling; (f) rest and recuperation; (g) post-deployment activities; (h) parental care leave for a parent who is incapable of self-care; and (i) additional activities as defined by the regulations.

Covered Active Duty: Means –

- a. in the case of a member of the Regular Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
- b. 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 Federal call or order to active duty in support an applicable contingency operation..

Covered Service member: Means –

- a) a member of the Armed Forces (including a member of the National Guard or Reserves) 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; or
- b) a veteran who is undergoing medical treatment, recuperation, or therapy, for a Serious Injury or Illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

Son or Daughter: A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence.

Son or Daughter of Covered Service member: A Covered Servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the Covered Servicemember stood in loco parentis, and who is of any age.

Parent of Covered Service member: A Covered Servicemember's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the Covered Servicemember. This term does not include parents "in law."

Next of Kin of Covered Service member: The nearest blood relative other than the Covered Servicemember's spouse, parent, son, or daughter.

Outpatient Status: Status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient, or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

Serious Illness or Injury of Covered Service member: Means –

- a) In the case of a current member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating; and
- b) In the case of a covered veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period described above, means a Qualifying Injury or Illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran, and is:
 - (i) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
 - (ii) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - (iii) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - (iv) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive assistance for Family Caregivers..

Equivalent Job: A position with the same salary, benefits, shift, etc.

Eligible Dependent: Spouse, child, or parent with a serious health condition.

Twelve (12) Month Period: A rolling twelve (12) month period beginning with the first day of the leave and looking back twelve (12) months.

6. Serious Health Conditions

1. Employees with questions about what illnesses are covered under this FMLA policy or under the Company's sick leave policy are encouraged to consult with the Human Resources Department.
2. The Company will require an employee to provide a doctor's certification of the Serious Health Condition. See Section "10," *below*, for additional information regarding the Company's FMLA certification process.
3. If an employee takes paid sick leave for a condition that progresses into a Serious Health Condition and the employee requests unpaid leave as provided under this policy, the Company may designate all or some portion of related leave taken as Family and Medical Leave under this policy, to the extent that the earlier leave meets the necessary qualifications under this policy.

7. Service member and Qualifying Exigency Leave

1. Covered Service members: Eligible employees may take up to 26 weeks of FMLA leave to care for a Covered Service member. This leave is available only during a single 12-month period and is combined with all other FMLA leaves in that period, resulting in a maximum total leave entitlement of 26 weeks. As with all FMLA leaves, the time off is unpaid. However, employees will be required to use all accrued paid time off during this leave.
2. Qualifying Exigency Leave: Eligible employees may take up to 12 weeks of FMLA leave in a 12-month period to deal with any Qualifying Exigency that arises from a spouse's, son's or daughter's, or parent's Covered Active Duty in the Armed Forces, including an order or call to duty. This leave is not confined to a single 12-month period. The 12 weeks is reduced by leave for any other qualifying FMLA event during the 12-month period.

8. Leave Duration

1. FMLA leave for all covered FMLA events other than Covered Service member Leave is limited to 12 work weeks in any twelve (12) month period. Any FMLA leave taken will count against the employee's FMLA leave entitlement.
2. Covered Service member Leave: Employees may take leave for up to 26 workweeks during a single 12-month period where the employee is caring for a Covered Service member if the employee is the spouse, son, daughter, parent or next of kin of the Covered Service member.
3. Concurrent Leave: FMLA leave for Covered Service members runs concurrently with other FMLA-related events.
4. If a husband and wife both work for the Company, and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a Serious Health Condition, the husband and wife may only take a combined total of 12 weeks of leave for such leave.
5. If a husband and wife both work for the Company, and each wishes to take Covered Service member Leave, the husband and wife may only take a combined total of 26 weeks of leave during the single 12-month period in which they are caring for a Covered Service member with a Serious Health Condition.

9. Intermittent Leave and Reduced Schedule Leave

1. Leave due to a Serious Health Condition (if medically necessary) or a Qualifying Exigency (under limited circumstances) may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours the employee works per workweek or workday) and may not exceed a total of twelve (12) weeks over a twelve (12) month period.
2. Leave due to a Serious Health Condition of a Covered Servicemember may be taken intermittently or on a reduced schedule leave and may not exceed a total of 26 weeks over a 12-month period that begins on the first day the eligible employee takes FMLA leave to care for a Covered Servicemember and ends 12 months after that date.
3. Intermittent leave and/or reduced schedule leave is not guaranteed for the birth of a child and or the placement of a child for adoption and/or foster care. Requests for such leave will be considered by the Company on a "case-by-case" basis.

4. Employees seeking intermittent leave or leave on a reduced schedule must attempt to schedule their leave so as not to disrupt the Company's operations. The Company has the right to assign the employee seeking intermittent leave or leave on a reduced leave schedule (based on planned medical treatment that is foreseeable) to an alternative equivalent pay/benefits position that better accommodates the employee's requested leave schedule or to transfer the employee to a part time job with the same rate of pay and proportionately reduced benefits. Salaried employees on intermittent or reduced FMLA leave will have any hours taken as intermittent or reduced FMLA leave deducted from their pay.
5. When taking leave on an intermittent or reduced leave schedule basis, the Company will account for the leave using an increment no greater than the shortest period of time that the Company uses to account for use of other forms of leave. Employees will not be required to take more leave than is necessary to address the circumstances that precipitated the need for the leave. However, where it is physically impossible for an employee to start or end work mid-way through a shift, the entire period the employee is forced to be absent is counted against the employee's FMLA leave entitlement

10. Certification

The Company will ask for certification of an employee's request for a leave of absence for a Serious Health Condition, Qualifying Exigency leave, or Military Caregiver leave. Completion of this certification will be required before the leave can be approved officially.

The employee should try to complete applicable certification forms within 15 days of the Company's request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Certification should be provided by the employee using the certification form(s) provided by the Company in response to the employee's request for leave under this policy.

If the employee plans to take intermittent leave or work a reduced schedule, the certification must also include dates and the duration of treatment as well as a statement of necessity for taking intermittent leave or working a reduced schedule.

Where allowed by applicable law, the Company reserves the right to have an employee or covered family member examined by a health care provider of its choice for a second opinion at any time at its discretion. Any such second opinion examination shall be paid for by the Company. In the event a conflict exists between the medical opinion of the employee's or covered family member's health care provider and that of the Company in the second opinion examination, a third examination will be required to be performed by a health care provider mutually agreed upon by the employee and the Company, and paid for by the Company. In such instances, the opinion of the third health care provider shall be final and binding on the Company and the employee.

11. Employee Status and Benefits during FMLA Leave

While an employee is on leave, the Company will continue the employee's health benefits during the FMLA leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued Serious Health Condition of the employee or the employee's family member or a circumstance beyond the

employee's control, the Company will require the employee to reimburse the Company the amount it paid for the employee's health insurance premium during the FMLA leave period.

Under current Company policy, the employee pays a portion of the health care premium. While on paid leave, the Company will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The Company will provide 15 days' notification prior to the employee's loss of coverage.

Benefits that operate on an accrual basis (e.g., vacation, sick leave, personal leave) will not accrue during any period of unpaid leave under this policy, nor will an employee accrue seniority or service time during any period of unpaid leave in connection with the employee's eligibility for a performance review, salary review, and/or adjustment or bonus.

An employee's eligibility for qualified benefits (e.g., pension, 401(k)) will be governed according to the terms of each respective benefit plan. For retirement plan purposes, any period of unpaid FMLA leave shall not be treated as, or counted toward, a break in service for purposes of vesting and eligibility to participate. In addition, if the plan requires an employee to be employed on a specific date in order to be credited with a year of service for vesting, contributions or participation purposes, an employee on unpaid FMLA leave on that date shall be deemed to have been employed on that date. However, unpaid FMLA leave periods need not be treated as credited service for purposes of benefit accrual, vesting and eligibility to participate.

If the employee contributes to a life insurance or disability plan, the Company will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits, and pay their portion of the premiums; or the Company may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the Company may discontinue coverage during the leave. If the Company maintains coverage, the Company may recover the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work.

12. Use of Paid and Unpaid Leave

If the employee has accrued or earned paid leave available at any time during FMLA leave, the employee must use paid leave first and take the remainder of the FMLA leave as unpaid leave. The Company will notify the employee within two business days in writing or orally (to be confirmed in writing by no later than the employee's next regular payday) whether or not the leave will be designated as FMLA leave.

An employee who is taking leave because of the employee's own Serious Health Condition or the Serious Health Condition of a family member must use all paid vacation, personal or, where applicable, sick leave prior to being eligible for unpaid leave. (Sick leave may be substituted for unpaid FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.)

Disability leave for the birth of the child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA leave. For example, if the Company provides six weeks of pregnancy disability leave, the six weeks can be designated as FMLA leave and counted toward the employee's 12 week entitlement. The employee may then be required to substitute accrued

(or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12 week entitlement.

An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

13. Reinstatement from Leave

1. Eligible employees taking leave under this policy, who return to work with the Company immediately after the end of a FMLA leave generally, will be reinstated to their former position or to an equivalent position with equivalent benefits and other terms and conditions of employment. However, no employee is entitled under this policy to any right, benefit, or position other than that to which the employee would have been entitled had him or her not taken leave. For example, if a layoff or some other extenuating circumstance or business condition arises that affects the employee's position, reinstatement may not be possible.
2. The Company also reserves the right to deny reinstatement to certain "key employees," where such denial is necessary to prevent substantial and grievous economic injury to the Company's operations.
3. Key employees will be notified of the Company's intention in this regard as soon as a determination is made that such condition would occur.
4. In the event such notice is given to a key employee already on leave, the employee will be offered the opportunity to terminate his or her leave and immediately return to work.
5. Key employees, notified while on leave, who decide not to return to work will remain on leave for the balance of the leave period and then be terminated.
6. Key employees are defined as the highest paid 10 percent of the employees employed by the Company within 75 miles of the facility at which the employee is employed.

14. Procedure for Requesting Leave

Employees are required to notify their management, in advance whenever possible, of any absences. When returning to work, employees are required to present a healthcare provider note to support any illness absence of 3 days or more.

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the Human Resources Department. If an absence is expected to last 5 days or more, the Supervisor must notify Human Resources as soon as possible so that the appropriate FMLA and Short Term Disability processes are followed and communications occur with the impacted employee.

Within five business days after the employee has provided this notice, the Company will complete and provide the employee with the DOL Notice of Eligibility and Rights. When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the Company's operations.

When the need for FMLA leave is not foreseeable, the employee must comply with the Company's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

The Company will provide individual notice of rights and obligations to each employee requesting leave within five (5) business days or as soon as practicable. For employees on intermittent or recurring leave for the same incident this notice will be provided every six (6) months.

If an employee fails to provide 30 days' notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least 30 days from the date the Company receives notice. While on leave, employees are requested to report periodically to the Company regarding the status of the medical condition and their intent to return to work.

15. Return to Work Examinations

Before being permitted to return to work from a leave for the employee's own Serious Health Condition, the employee will be required to provide certification from his or her Health Care Provider that he or she is able to return to work and perform all essential functions of the job, with or without reasonable accommodation.

The Company reserves the right in very limited situations to schedule a Return to Work Medical Exam. The Company also reserves the right to conduct an on-the-job assessment of the employee's ability to safely perform the essential functions of the job. Prior approval of HR is required. The exam/evaluation could be required if an employee is returning from illness to a safety sensitive job in which the illness could impact the employee's ability to safely perform the essential functions of the job.

16. Periodic Notification While On Leave

Employees will be required to contact their supervisor at least every 30 days while on leave to report on their status and intentions with respect to returning to work at the end of their leave period.

17. Outside Employment

While on FMLA leave, employees are not permitted to engage in outside or supplemental employment within or outside the Company during hours they would normally work for the Company. Doing so will result in the loss of both FMLA's job restoration and maintenance of insurance benefit provisions.

18. Americans with Disabilities Act

The Company complies fully with the Americans with Disabilities Act ("ADA") and the ADA Amendments Act ("ADAAA"), and, in addition to compliance with FMLA, will, to the extent required by law, provide reasonable accommodations to qualified individuals with a disability in accordance with the terms and conditions of the ADA and ADAAA.