



Competence and Quality since 1966

PTO Administrative Personnel Attendance Policy Amendment

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PTO Administrative Personnel Attendance Policy Amendment

This amendment describes Personal Time Off (PTO) policies for administrative personnel. Team Members should refer to the current Team Member Handbook for other leave policies not described in this document. If there is a conflict between the policies stated in this Amendment and the Team Member Handbook, the Team Member Handbook shall serve as the controlling document.

These policies are not applicable, nor shall they interfere with any unionized employee's existing collective bargaining agreements and/or their rights under the National Labor Relations Act (NLRA).

Additionally, this document does NOT apply to the following:

THE South Texas (San Antonio), Central Texas (Austin), Southeast Texas (Houston and Corpus Christi Texas) North Texas (Dallas and Fort Worth Texas) Chapters of the National Electrical Contractors Association ("NECA") International Brotherhood of Electrical Workers, Local Union No. 20, 60, 520, 716 and 278 ("IBEW").

Company Overview

This PTO Administrative Personnel Attendance Policy Amendment (also collectively referred to as, "the Amendment," "this Amendment," "the document," and/or "this document") has been developed for the Big State Electric, LTD, collectively referred to as "Big State Electric, LTD," "Big State Electric," "Big State," "Big State Electric, LTD," "Company," and/or "the Company" throughout.

Attendance and Reporting to Work

Each Team Member is important to the overall success of our operation. When Team Members report off work, other co-workers must begin job assignments and/or other jobs tasks may be at a standstill until projects can be reassigned. Consequently, Team Members are expected to report to work on time and at the scheduled locations. Reporting to work "on time" means that Team Members are ready to start work at the assigned workstation, not just arriving at work at the scheduled starting time.

Excessive absenteeism and/or tardiness (as determined at the sole discretion of the Leadership Team) may lead to disciplinary action, up to and including termination.

Team Members who fail to report to work and/or who fail to report to an assignment as required in this policy, and/or any instance of no call/no show may be considered job abandonment and the Team Member may be removed from payroll. This information will be reported to the Texas Workforce Commission for Unemployment, as applicable.

In accordance with federal, state, and/or local laws, Team Members may be required to provide documentation from a healthcare provider to support an injury or illness-related absence (including family absences for family members), and to ensure that Team Members may safely return-to-work with or without restrictions. Documentation may be required for any time off. If documentation is not provided to justify a valid absence, the absence may be considered unexcused regardless of available PTO status, as applicable.

Approval for all time off is at the sole discretion of the Company and is denied and/or approved based on the needs of the organization and in accordance with federal, state, and/or local laws.

Time off may be automatically deducted from available PTO, as applicable. If Team Members do not have available PTO, as applicable, time off may be considered unexcused and remain unpaid as applicable by federal, state, and/or local laws. Unless otherwise specified in this document, time off taken without available PTO, (as applicable) may be subject to further disciplinary action up to and including termination.

All leave must be taken in a minimum of one (1)-hour increments.

Unless a life-threatening emergency exists, calls from anyone other than the Team Member are NOT acceptable. Having anyone else call off work for a Team Member may be treated as a NO CALL/NO SHOW and subject to further disciplinary action as outlined in this document.

Attendance records are part of an overall performance rating; therefore, attendance may affect chances for advancement, bonuses and/or wage increases. Furthermore, any Team Member who fails to maintain an acceptable attendance record may be subject to disciplinary action up to and including termination. Repeated unexcused tardiness or absenteeism will not be tolerated.

Requesting Scheduled Time Off

All Team Members are expected to use the appropriate timekeeping application and/or required notification when requesting ANY/ALL time off for ANY REASON (PTO, and/or any other applicable paid time off) and in accordance with the timelines as stated in this document. Failure to submit a request for time off using the appropriate method may result in denial of the request. Because the Company reserves the right to deny any request for time off (in accordance with federal, state, and/or local laws), *it is strongly recommended that Team Members wait to make arrangements for travel until receiving final approval.*

Reporting an Unscheduled Absence

Team Members are required to contact a member of the Leadership Team at least one (1) hour prior to the start of the shift for any unscheduled absences when possible. Team Members who *leave a voicemail OR text a member of the Leadership Team may also be required to speak directly with a member of the Leadership Team.*

NEVER DISCUSS MEDICALLY SPECIFIC INFORMATION (for self or any family member) with anyone other than a human resource representative. *For example, it is okay for a Team Member to say, "I am calling in sick" and/or to verify it is for "I am sick," but not calling in with details of the illness.*

Team Members who assert that they will be in later during the scheduled shift are expected to report to work at the stated time. Late-start arrivals are subject to the attendance and disciplinary policies in this document.

Any instance of a NO CALL/NO SHOW (defined as failure to contact a member of the Leadership Team within the requirements as stated in this document; having another individual report the absence, and/or failure to arrive later as agreed upon) may be considered job abandonment (voluntary termination).

Failure to follow this policy may lead to further disciplinary action, up to and including termination of employment.

Tardiness

The Company understands that some unforeseen circumstances may present themselves and a Team Member may need to report late to work. In these circumstances, Team Members may be required to call a member of the Leadership Team, **before** they are due to report to work. Team Members must report the tardiness, the reason for the tardiness, and the anticipated arrival time.

Failure to contact and speak with a member of the Leadership Team may constitute unauthorized tardiness and may be subject to further disciplinary action.

Team Members who assert that they will be in later during the scheduled shift are expected to report to work at the stated time. Late-start arrivals are subject to the attendance and disciplinary policies in this document.

All voicemail messages and/or texts reporting tardiness should include a contact number so a member of the Leadership Team can return the call. ONLY the Team Member is permitted to report tardiness.

Personal Appointments

Whenever possible, personal appointments (such as personal, court appearances, medical, dental appointments, etc. for Team Members or family members) should be scheduled around assigned work hours; however, if this is not possible, Team Members should submit requests for the time off at least one (1) week in advance using the appropriate electronic method. Personal appointments may be automatically deducted from available PTO, as applicable. Unless other arrangements are made in accordance with the policies described in this document, Team Members are expected to arrive at work before and return-to-work after scheduled appointments.

Team Members who take time off for appointments may be required to provide documentation supporting the appointment and/or a release to return-to-work either with or without restrictions (if applicable).

The Company reserves the right to deny any request for time off for personal appointments.

Taking unexcused time off may be subject to disciplinary action, up to and including termination.

Holidays

Holiday pay for eligible Team Members will be calculated on straight-time base pay rate as of the day of the holiday and are not counted as 'hours worked' for the purposes of determining overtime pay.

Holiday time off is awarded at the sole discretion of the Company and may not be considered "paid" time off. Using the methods described in this document, Team Members may use available PTO in lieu of holiday pay if the Team Member is not eligible for holiday pay.

Holiday pay will not accrue, rollover, or be "paid out" if it is not used. All regular, full-time, Team Members, who have successfully completed the ninety (90) uninterrupted calendar-day introductory period:

*New Years' Day (January 1st)
Memorial Day (4th Monday in May)
Independence Day (July 4th)
Labor Day (1st Monday in September)
Thanksgiving Day (4th Thursday in November)
Day After Thanksgiving
Christmas Day (December 25th)*

Unless approved in advance, and/or in accordance with federal, state and/or local laws, eligible Team Members must work the last scheduled workday preceding the holiday and the first scheduled workday following the holiday to qualify for holiday pay.

- ✓ Recognized holidays that occur on a Saturday may be observed on the previous Friday
- ✓ Recognized holidays that fall on a Sunday may be observed on the following Monday

- ✓ If a recognized-holiday falls during an eligible Team Member's paid absence (such as available PTO, (as applicable), holiday pay will be provided in lieu of the paid time off benefit that would otherwise have applied as dictated and/or in accordance with federal, state, and/or local laws

Holidays may not be paid if:

- ✓ The Company revokes the day off for any reason
- ✓ The employee has not worked for the Company for the ninety (90) uninterrupted calendar-day introductory period
- ✓ The Team Member experiences an unexcused absence either one day before or the day after a scheduled holiday
 - For purposes of this policy, "unexcused" may be defined as taking time off (with or without PTO, and/or with or without a note from a healthcare provider)
 - Team Members may or may not be permitted to use available PTO holiday time off in this circumstance
- ✓ The Team Member is on "lay-off" status
- ✓ The Team Member is on a pre-approved Leave of Absence (LOA) when the holiday occurs as appropriate in accordance with federal, state and/or local regulations/laws
- ✓ The Team Member is required to work and/or volunteers to work during a paid holiday (and/or the day before and/or after the holiday) and the Team Member refuses to do so and/or fails to report as expected
- ✓ The Team Member fails to provide a valid excuse from a healthcare provider and/or any other entity (funeral, schools, etc.) to cover time off during a paid holiday, if requested by a member of the Leadership Team and/or human resource representative
- ✓ The Team Member is on available paid time off and fails to provide a healthcare (or other) excuse to cover the time off in accordance with federal, state, and/or local laws
- ✓ The Team Member has turned in a notice of voluntary termination of employment

Any Team Member required to work on a recognized holiday will be compensated at the regular base-rate, and calculated toward overtime as "time-worked," as applicable.

Personal Time Off (PTO)

Big State Electric, LTD believes that Team Members should have opportunities to enjoy time away from work for personal pursuits and/or appointments; rest and relaxation, and/or for illness.

Team Members are accountable and responsible for managing PTO hours to allow for adequate reserves if there is a need to cover vacation, illness or disability, appointments, emergencies or other needs that require time off from work; therefore, time off taken without available PTO may be subject to disciplinary action up to and including termination.

All absences, whether taken for personal reasons, appointments, sick time, tardiness, etc. may be **automatically deducted** from available PTO whether the time is specifically requested by the Team Member.

The amount of PTO eligible Team Members receives each year depends on the amount of *consecutive* time Team Members have worked for Big State Electric, LTD as described in this document.

PTO Eligibility

Team Members classified as "Administrative" and "regular full-time" Team Members who have successfully completed the ninety-(90)-calendar-day introductory period shall be eligible for PTO.

PTO Accruals

All eligible Team Members covered under this policy shall receive PTO as shown in the schedule below using a calendar year for calculating time:

January – 10 days (80 hours)

(example: January 1-15 10 days if begin after 15 then start counting PTO in February)

February – 9 days (72 hours)

March – 8 days (64 hours)

April – 7 days (56 hours)

May – 6 days (48 hours)

June – 5 days (40 hours)

July – 4 days (32 hours)

August – 3 days (24 hours)

September – 2 days (16 hours)

October – 1-15 1 day (8 hours)

October 16th – 31st – Wait until next year

November – Wait until January

December – Wait until January

Time of Service	Calendar Year
91 days but less than 1 year of consecutive, uninterrupted employment, as accrued	As Accrued (see above)
At least 1 Year, but less than 3 years of consecutive, uninterrupted employment	80
At least 3 Years, but less than 6 years of consecutive, uninterrupted employment	120
6+ Years of consecutive, uninterrupted employment	160

PTO Use Restrictions

- ✓ In accordance with federal, state, and/or local regulations, PTO may not be used concurrent with or in lieu of any part of a voluntary two-weeks' notice
- ✓ PTO may not be used until after successful completion of the pre-defined introductory period
- ✓ PTO may be adjusted in accordance with federal, state, and/or local regulations
- ✓ Big State Electric, LTD reserves the right to mandate the use of available PTO to cover mandatory business closures

PTO and Overtime

PTO is paid at the base rate at the time PTO is awarded and does not include any overtime or special forms of compensation such as incentives, commissions, bonuses, or shift differentials not otherwise part of the standard wage paid to the Team Member and/or federal, state and/or local regulations.

Sharing PTO

Team Members shall not be permitted to “share” available PTO with other Team Members.

Returning Team Members

Team Members who are rehired no later than ninety (90) calendar days after leaving the Company for any reason will be eligible to receive up to forty (40) hours of any PTO available at the time of their termination.

Purchasing PTO

Team Members may not “purchase” PTO; seek reimbursement for unused PTO, or “borrow” against future PTO at any time, unless otherwise required by federal, state, and/or local regulations.

Voluntary and Involuntary Terminations

Team Members who voluntarily or involuntarily terminate employment for any reason shall forfeit any available PTO.

Minimum Increments for Use of PTO

Team Members must take PTO in no less than one (1)-hour increments; however, the Company reserves the right to automatically deduct PTO for any instance of tardiness and/or absences as outlined in this document.

Maximum Increments for Use of PTO

Unless otherwise approved in advance and/or according to federal, state and/or local regulations, PTO may not be taken in more than one (1)-week increments.

Requests for PTO Off

Unless otherwise specified in this policy, PTO must be requested using the appropriate defined method no less than two (2) weeks in advance using the electronic PTO request process. Team Members should refrain from solidifying plans until PTO has been officially approved. Big State Electric, LTD reserves the right to deny any request for PTO.

Rollover of PTO

Unless the Company specifically requests that Team Members refrain from taking available PTO, Team Members may rollover a maximum of 40 hours of unused PTO into the next calendar year.

PTO Verifications

Unless otherwise specified by federal, state, and/or local regulations, Team Members may be required to produce a fitness-for-duty note from a qualified healthcare provider (listing restrictions, if any) prior to returning to work. *NOTE:* the Company must be able to contact the healthcare provider or other entities to verify the visit.

PTO Policy for Military Leave

Team Members excused from work to fulfill military obligations shall receive the regular PTO allotment earned up to the time the Team Member leaves for military service. PTO will begin accruing when the Team Member returns from military service and in accordance with federal, state and/or local laws/regulations and the PTO policy. This policy permits a Team Member entering military service to benefit in-full and with the least possible delay from all earned PTO. Military service Team Members may choose to use available paid PTO while out on military leave.

Discretionary/Automatic Deductions from Available PTO

The Company reserves the right to automatically deduct and/or any available PTO off for any reason (absenteeism, personal appointments, tardiness, etc.) with or without the Team Member's consent and in minimum increments of one (1) hour.

Discretionary Time Off (DTO)

In accordance with EEO and other applicable policies, federal, state, and/or local laws, Big State Electric, LTD reserves the right to award DTO at any time, for any reason. DTO is governed by the applicable PTO policies listed in this document and the Team Member Handbook.

Reservation of Company Rights

Company and/or program/contractual requirements will always take precedence over PTO schedules; therefore, the Company reserves the right to approve, deny, and/or redact approvals for any PTO requests; furthermore, available PTO shall run concurrent with any time off taken for any reason.

PTO is awarded solely at the discretion of the Leadership Team. The Company shall adhere to the strict policy of Equal Employment as described in this Handbook when approving, denying, modifying PTO or when redacting any previously awarded PTO.

Additionally, as business conditions dictate, the Company reserves the right to request and/or require Team Members to take PTO during slow periods of work.

Other Time Off Policies

Bereavement Leave

All regular full-time Team Members are eligible to receive up to three (3) consecutive days of unpaid Bereavement Leave if time off is needed during a normally scheduled workdays due to the death or funeral of a member of the Team Member's immediate family.

For purposes of this policy, "immediate family" includes a spouse, domestic/common-law partner, children, stepchildren, parents/stepparents, legal guardians, grandparents, grandchildren, siblings, in-laws (father, mother, sister, brother, daughter, son), step-siblings, and any other relative(s)/children permanently residing in the same household under the care of the Team Member.

A Team Member who is notified of a death in the immediate family (as defined above) while at work may receive regular pay for the remainder of the scheduled hours that day. The three (3) consecutive-day (only) eligibility for bereavement leave will not commence until the next regularly scheduled workday.

Team Members shall be permitted to use available PTO concurrent for this purpose or any additional approved time off in accordance with the PTO policy. The Company reserves the right to require verification of the circumstance to be eligible for approved bereavement leave.

All time off connected with a death of one of the above-listed individuals should be scheduled with a member of the Leadership Team, and/or a human resource representative.

Emergency and Other Closings

Except in severe cases of inclement weather, (as determined at the sole discretion of the Leadership Team, and unless otherwise directly notified by a member of the Leadership Team, and/or a human resource

representative), all Team Members are expected to work regularly scheduled hours at the assigned location.

Recognizing the Company's concern for the safety of its Team Members, in the event of severe weather (ice storm, excessive rain, flooding, etc.) emergency commencing before work hours, Team Members are instructed to contact a member of the Leadership Team, at least 1 (one) hour prior to the start of a scheduled shift to ascertain appropriate work requirements.

If the Company or work location is closed due to emergency conditions (and/or the implementation of an officially communicated late-start time), the time off from scheduled work may be unpaid; however, Team Members may request to use available PTO to cover this time off.

Team Members are expected to use good judgment when deciding if travel is unsafe; however, all regular attendance and time-off procedures must be followed as outlined in this document.

Jury Duty

The Company encourage each of its Team Members to fulfill civic responsibilities. Team Members may use available PTO concurrently with time spent on Jury Duty.

Team Members are responsible for notifying a member of the Leadership Team immediately (within 48 hours of receiving the summons) AND using the appropriate time-off request method upon receiving notification to report for Jury Duty. For this time to be considered "excused," Team Members must provide a member of the Leadership Team the printed notification of the court notification AND the printed copy of the court release form received after the duty is completed. The Leadership Team Member will place the receipt in the personnel file.

Team Members not selected to serve Jury Duty, and/or those Team Members who are released early from the selection process may be required to return-to-work with the supporting documentation immediately following dismissal. For purposes of this policy, Team Members may be required to return to work if released from Jury Duty if the Team Member has more than 4 hours of work-time availability remaining on a regularly scheduled workday.

The Company will not write Jury Duty absentee request notices for any Team Member.

Witness Duty/Court Appearances

PTO will run concurrently with witness duty and/or court appearances, in accordance with federal, state and local laws.

Team Members are responsible for notifying a member of the Leadership Team, immediately (within 48 hours) upon receiving the summons AND using the appropriate time-off request method. For this time to be considered "excused," Team Members must provide a member of the Leadership Team the printed court notification AND the printed copy of the release notifications. The Leadership Team member will place the notification in the personnel file.

Team Members not selected to serve in court, and/or those Team Members who are released early from the process may be required to return-to-work with the supporting documentation. For purposes of this policy, Team Members may be required to return-to-work if released from Witness Duty and/or Court Appearances if the Team Member has more than 4 hours of work-time availability remaining on a regularly-scheduled workday, in accordance with federal, state, and/or local regulations.

Voting

The Company believes that every Team Member should have the opportunity to vote in any state, federal, or local elections; general, or special primary elections. Team Members who are unable to vote while polls are open before or after regular business hours may be eligible to receive up to two (2) hours of unpaid time off to vote in any state, federal or local election. Voting time off must be pre-approved and/or requested in accordance with the policies in this document).

Team Members shall be required to request time off to vote at least seventy-two (72) hours in advance. Furthermore, Team Members who vote before reporting to work or during working hours will be required to return to work.

Team Members may be required to present a voter's receipt to a member of the Leadership Team (by the next business day).

Team Members seeking time off to vote must notify a member of the Leadership Team in accordance with the time off policies in this document. Team Members may choose to voluntarily use available PTO for this purpose.

The Family and Medical Leave Act

The Family and Medical Leave Act

This organization will comply with the Family and Medical Leave Act implementing regulations as required. The Company posts the mandatory FMLA Notice and upon hire provides all new Team Members with notices required by the U.S. Department of Labor (DOL) on Team Member Rights and Responsibilities under the Family and Medical Leave Act in the state in which the Company operates.

The function of this policy is to provide Team Members with a general description of FMLA rights. In the event of any conflict between this policy and the applicable law, Team Members will be afforded all rights required by law.

Team Members that have any questions, concerns, or disputes with this policy must contact a human resource representative.

A. General Provisions

The federal Family & Medical Leave Act of 1993 (FMLA) as amended requires employers with 50 or more Team Members within 75 miles of the office or work site to provide eligible Team Members with unpaid leave. There are two types of leave available, including the basic 12-week leave entitlement (Basic FMLA Leave), as well as the military family leave entitlements (Military Family Leave) described in this policy.

B. Eligibility

To qualify to take family or medical leave under this policy, the Team Member must meet all the following conditions:

Team Members are eligible for FMLA leave if they:

1. Have worked for the Company for at least 12 months or 52 weeks. The 12 months of service need not be consecutive. Employment before a break in service of 7 years or more will not be counted, unless the break in service was caused by the Team Member's USERRA-covered service obligation, or there was a written agreement that the employer intended to rehire the Team Member after the break in service. For eligibility purposes, a Team Member will be considered to have been employed for an entire week even if the Team Member was on the payroll for only part of a week or if the Team Member is on leave during the week
2. Have worked at least 1,250 hours for the Company during the 12 calendar months before the request for leave. 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 a Team Member under FMLA; **and**
3. The Team Member must work on a worksite where 50 or more Team Members 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

C. Type of Leave Covered

Basic FMLA Leave

Team Members who meet the eligibility requirements described above are eligible to take up to 12 weeks of unpaid leave during any 12-month period for one of the following reasons:

1. To care for the Team Member's son or daughter during the first 12 months following birth;
2. To care for a child during the first 12 months following placement with the Team Member for adoption or foster care;
3. To care for a spouse, son, daughter, or parent ("covered relation") with a serious health condition;
4. For incapacity due to the Team Member's pregnancy, prenatal medical or childbirth; *or*
5. Because of the Team Member's own serious health condition that renders the Team Member unable to perform an essential/required function of the position

Married couples. In cases where a married couple is employed by the same Company, the two spouses together may take a *combined total* of 12 weeks' leave during any 12-month period for reasons 1 and 2, or to care for the same individual pursuant to reason 3.

Basic Leave Definitions

- ✓ A Team Member may take leave because of a serious health condition that makes the Team Member unable to perform the functions of the Team Member's position
- ✓ A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed healthcare provider
- ✓ This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the healthcare provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic healthcare visits for treatment, such visits must take place at least twice a year
- ✓ If a Team Member takes paid (and/or unpaid) PTO for a condition that progresses into a serious health condition, the Team Member is not eligible for unpaid leave as provided under this policy, unless the Team Member has exhausted available paid leave (as defined in this document). The Company may designate all or some portion of related leave taken under this policy, to the extent that the earlier leave meets the necessary qualifications for PTO.

Team Members with questions about what illnesses are covered under this FMLA policy or under the Company's PTO policy are encouraged to consult with any member of the Leadership Team and/or a human resource representative.

Military Family Leave

- ✓ **Qualifying exigencies leave for families** of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.
- ✓ **For regular Armed Forces members**, "covered active duty or call to covered active-duty status" means duty during the deployment of the member with the Armed Forces to a foreign country (outside of the United States, the District of Columbia, or any territory or possession of the United States, including international waters)
- ✓ **For a member of the Reserve components** of the Armed Forces (members of the National Guard and Reserves), "covered active duty or call to covered active-duty status" means 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 of a contingency operation.

Qualifying exigencies may include:

- ✓ Short-notice deployment (seven or less calendar days)
 - ✓ Attending certain military events and related activities
 - ✓ Childcare or Company activities
 - ✓ Addressing certain financial and legal arrangements
 - ✓ Periods of rest and recuperation for the military member (up to 15 calendar days of leave, dependent on orders)
 - ✓ Attending certain counseling sessions.
 - ✓ Attending post-deployment activities (available for up to 90 calendar days after the termination of the covered military member's covered active-duty status, and to address issues arising from death of military member)
 - ✓ Attending to parental care needs arising from covered active duty or call to duty (arrange for alternative care for a parent of a military member, provide urgent or immediate care, admit or transfer to a care facility, or attend non-routine caregiver meetings with care facility staff)
 - ✓ Other activities arising out of the military member's covered active duty or call to active duty and agreed upon by the Company and the Team Member
- ✓ **Leave to care for a covered service member.** There is also a special leave entitlement that permits Team Members who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave during a single 12-month period

if the Team Member is the spouse, son, daughter, parent, or next of kin caring for a covered military service member or veteran recovering from a serious injury or illness, as defined by FMLA's regulations.

- ✓ **For a current member of the Armed Forces**, including a member of the National Guard or Reserves, the member must be 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.
- ✓ **For a covered veteran**, the Team Member must be undergoing medical treatment, recuperation or therapy for a serious injury or illness. Covered veteran means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible Team Member takes FMLA leave to care for the covered veteran.

An eligible Team Member must begin leave to care for a covered veteran within five years of the veteran's active-duty service, but the single 12-month period may extend beyond the five-year period.

Military Leave Definitions

- ✓ A Team Member whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following:
 1. Short-notice deployment.
 2. Military events and activities,
 3. Childcare and Company activities,
 4. Financial and legal arrangements,
 5. Counseling,
 6. Rest and recuperation,
 7. Post-deployment activities and,
 8. Additional activities that arise out of active duty provided that the employer and Team Member agree, including agreement on timing and duration of the leave.
- ✓ Eligible Team Members are entitled to FMLA leave to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which the Team Member is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. Eligible Team Members may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list.
- ✓ In order to care for a covered service member, an eligible Team Member must be the spouse, son, daughter, or parent, or next of kin of a covered service member.
- ✓ A "son or daughter of a covered service member" means the covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.
- ✓ A "parent of a covered service member" means a covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. This term does not include parents "in law."
- ✓ The "next of kin of a covered service member" is the nearest blood relative, other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as a nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service member's next of kin and may take FMLA leave to provide care to the covered service member, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered service member's only next of kin. For example, if a covered service member has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered service member's next of kin. Alternatively, where a covered service member has a sibling(s) and designates a cousin as a next of kin for FMLA purposes, then only the designated cousin is eligible as the covered service member's next of kin. An employer is permitted to require a Team Member to provide confirmation of covered family relationship to the covered service member pursuant to § 825.122(j).
- ✓ "Covered active duty" means:
 - (a) "Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.

- (b) "Covered active duty" for members of the **reserve** components of the Armed Forces (members of the U.S. National Guard and Reserves) means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation as defined in section 101(a)(13)(B) of title 10, United States Code. (a) 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

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the Team Member's 12-week maximum of FMLA leave in a 12-month period.

- ✓ Military caregiver leaves (also known as covered service member leave) to care for an injured or ill service member or veteran.

A Team Member whose son, daughter, parent or next of kin is a covered service member may take up to 26 weeks in a single 12-month period to take care of leave to care for that service member.

Next of kin is defined as the closest blood relative of the injured or recovering service member.

- ✓ The term "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 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
 - c) The term "serious injury or illness means:
 - (a) in the case of a 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 veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of the office, grade, rank or rating.
 - (c) Outpatient status, with respect to a covered service member, means the 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.

D. Amount of Leave

An eligible Team Member can take up to 12 weeks for the FMLA circumstances as described under this policy during any 12-month period. The Company will measure the 12-month period as a rolling 12-month period measured forward from the date a Team Member uses any leave under this policy. Each time a Team Member takes leave, the Company will compute the amount of leave the Team Member has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the Team Member is entitled to take at that time.

- ✓ If spouses both work for the Company and each wish 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 spouses together may only take a **combined total** of 12 weeks of leave.
- ✓ If spouses both work for the Company and each wish to take leave to care for a covered injured or ill *service member*, spouses may only take a **combined total** of 26 weeks of leave.
- ✓ **Each individual** is entitled to 12 weeks' leave because of serious personal health condition or to care for the serious health condition of a child or spouse without counting leave time taken by the other spouse.

E. Team Member Status and Benefits during Leave

This leave is UNPAID although Team Members may be eligible for short-or-long-term disability payments and/or Workers' Compensation benefits under those insurance plans) if leave is taken because of a Team Member's own serious health condition. FMLA and any available PTO will run concurrently. A Team Member must use any available PTO until all PTO is exhausted. While a Team Member is on leave, the Company will continue the Team Member's health benefits during the leave period at the same level and under the same conditions as if the Team Member had continued to work.

- ✓ If, under the current Company policy, the Team Member pays a portion of the healthcare premiums, life insurance or disability plans the Team Member will continue to make payroll deductions to collect the Team Member's share of the premium as long as the Team Member continues to receive payroll.
- ✓ If the Team Member does not continue to receive payroll while on unpaid leave (no available PTO/for example), the Team Member must continue to make this payment, either in person or by mail. The payment must be received by a human resource representative as required in the additional documents provided to the Team Member. If the payment is more than 30 days late, the Team Member's healthcare coverage may be dropped for the duration of the leave. The employer will provide 15 days' notification prior to the Team Member's loss of coverage.
- ✓ If the Team Member chooses not to return-to-work for reasons other than a continued serious health condition of the Team Member or the Team Member's family member or a circumstance beyond the Team Member's control, the Company will require the Team Member to reimburse the Company the amount it paid for the Team Member's health insurance premium during the leave period.

While the Team Member is on unpaid leave, the Team Member may request continuation of such benefits and pay the respective portion of the premiums, or the employer may elect to maintain such benefits during the leave and pay the Team Member's share of the premium payments. If the Team Member does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the Team Member's share of any premiums, whether or not the Team Member returns to work.

- ✓ Any available PTO will not continue to accrue while a Team Member is on FMLA leave nor will the Team Member receive holiday pay. The substitution of available PTO does not extend the 12-week leave period under basic FMLA. Furthermore, in no case can the substitution of PTO result in the receipt of more than 100 percent of a Team Member's salary.

F. Team Member Status after Leave

A Team Member who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the healthcare provider. This requirement will be included in the employer's response to the FMLA request. Generally, a Team Member who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one which is virtually identical in terms of pay, benefits and working conditions. The Company may choose to exempt certain key Team Members from this requirement and not return them to the same or similar position.

G. Use of Paid and Unpaid Leave

A Team Member who is taking FMLA leave because of the Team Member's own serious health condition and/or the serious health condition of a family member as defined in this document must use all available and/or PTO (as applicable) concurrent with and/or prior to being eligible for unpaid leave.

Disability leaves for the birth of the child and for a Team Member's serious health condition, including Workers' Compensation leave (to the extent that it qualifies), will be designated as FMLA (and other applicable leave, such as PTO,) and will run concurrently with FMLA. For example, if an employer provides six weeks of pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the Team Member's 12-week entitlement. The Team Member 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. A Team Member who is taking leave for the adoption or foster care of a child must use all available paid and/or PTO Prior to being eligible for unpaid leave.

A Team Member who is using military FMLA leave for a qualifying exigency must use all available paid and/or PTO prior to being eligible for unpaid leave. A Team Member using FMLA military caregiver leave must also use all available and/or PTO (as long as the reason for the absence is covered by the Company's policy) prior to being eligible for unpaid leave.

H. Intermittent Leave or a Reduced Work Schedule

Leave due to a serious health condition 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 worked during a workweek or workday) if medically necessary.

Any service member's leave 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 worked per workweek or workday). If the leave is unpaid, the Company will adjust the salary based on the amount of time actually worked.

In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

the Company may temporarily transfer a Team Member to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the Team Member or Team Member's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the Company and the Team Member must mutually agree to the schedule before the Team Member may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the Team Member is taking leave for a serious health condition or because of the serious health condition of a family member, the Team Member should try to reach agreement with the Company before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the Team Member must prove that the use of the leave is medically necessary.

I. Certification for the Team Member's Serious Health Condition

The Company will require certification for the Team Member's serious health condition in accordance with FMLA and/or appropriate and/or PTO (and/or related) policies as described in this document; applicable federal, state, and/or local laws. The Team Member must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Healthcare Provider for Team Member's Serious Health Condition (<http://www.dol.gov/esa/whd/forms/WH-380-E.pdf>). and/or PTO runs concurrent with applicable FMLA and in accordance with federal, state, and/or local law.

The Company may directly contact the Team Member's healthcare provider for verification or clarification purposes using a healthcare professional, and/or an HR professional and/or leave administrator. The Company will not use members of the Leadership Team for this contact. Before the Company makes this direct contact with the healthcare provider, the Team Member will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the Company will obtain the Team Member's permission for clarification of individually identifiable health information. the Company has the right to ask for a second opinion if it has reason to doubt the certification. The Company will pay for the Team Member to get a certification from a second healthcare provider, which the Company will select. The Company may deny FMLA leave to a Team Member who refuses to release relevant medical records to the healthcare provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the Company will require the opinion of a third healthcare provider. The Company and the Team Member will mutually select the third healthcare provider, and the Company will pay for the opinion. This third opinion will be considered final. The Team Member will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

J. Certification for the Family Member's Serious Health Condition

The Company will require certification for the family member's serious health condition. The Team Member must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay.

Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Healthcare Provider for Family Member's Serious Health Condition. The Company may directly contact the Team Member's family member's healthcare provider for verification or clarification purposes using a healthcare professional, a human

resource professional, and/or leave administrator. The Company will not use members of the Leadership Team for this contact. Before the Company makes this direct contact with the healthcare provider, the Team Member will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the Company will obtain the Team Member's family member's permission for clarification of individually identifiable health information.

The Company has the right to ask for a second opinion if it has reason to doubt the certification. The Company will pay for the Team Member's family member to get a certification from a second healthcare provider, which the Company will select. The Company may deny FMLA leave to a Team Member whose family member refuses to release relevant medical records to the healthcare provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the Company will require the opinion of a third healthcare provider. The Company and the Team Member will mutually select the third healthcare provider, and the Company will pay for the opinion. This third opinion will be considered final. The Team Member will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

K. Certification of Qualifying Exigency for Military Family Leave

The Company will require certification of the qualifying exigency for military family leave. The Team Member must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave (<http://www.dol.gov/esa/whd/forms/WH-384.pdf>).

L. Certification for Serious Injury or Illness of Covered Service member for Military Family Leave

The Company will require certification for the serious injury or illness of the covered service member. The Team Member must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Service member (<http://www.dol.gov/esa/whd/forms/WH-385.pdf>).

M. Recertification

The Company may request recertification for the serious health condition of the Team Member or the Team Member's family member no more frequently than every 30 days and only when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the Team Member seeks an extension of leave. Otherwise, the Company may request recertification for the serious health condition of the Team Member or the Team Member's family member every six months in connection with an FMLA absence. The Company may provide the Team Member's healthcare provider with the Team Member's attendance records and ask whether the need for leave is consistent with the Team Member's serious health condition.

N. Procedure for Requesting FMLA Leave

All Team Members requesting FMLA leave must provide verbal or written notice of the need for the leave to the HR Department. Within five business days after the Team Member has provided this notice, the HR representative will complete and provide the Team Member with the DOL Notice of Eligibility: <http://www.dol.gov/esa/whd/fmla/finalrule/WH381.pdf>

When the need for the leave is foreseeable, Team Members must provide the employer with at least 30 days' advanced notice. When a Team Member becomes aware of a need for FMLA leave less than 30 days in advance, the Team Member must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the Team Member must comply with the Company's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

O. Designation of FMLA Leave

Within five business days after the Team Member has submitted the appropriate certification form, the HR Department will complete and provide the Team Member with a written response to the Team Member's request for FMLA leave using the DOL Designation Notice. (<http://www.dol.gov/esa/whd/forms/WH-382.pdf>).

P. Intent to Return-to-work from FMLA Leave

On a basis that does not discriminate against Team Members on FMLA leave; the Company may require a Team Member on FMLA leave to report periodically on the Team Member's status and intent to return-to-work.

Q. Exemption for Highly Compensated Team Members

Highly compensated Team Members (i.e., highest-paid 10 percent of Team Members at a worksite or within a 75-mile radius of that worksite) may not be returned to the former or equivalent position following a leave if restoration of employment will cause substantial economic injury to the Company. (This fact-specific determination will be made by the Company on a case-by-case basis). The Company will notify Team Members if they qualify as "highly compensated" if the Company intends to deny reinstatement, and/or of Team Members' rights in such instances.

R. Pregnancy Leave

Pregnancy leave is granted under the same provisions and applicable laws as FMLA and/or in accordance with applicable policies (federal, state, and/or local laws). Team Members should notify a human resource representative upon becoming aware that leave is required for pregnancy so that arrangements/accommodations can be made to cover time off.

S. Other Employment While on Leave

Taking another job while on FMLA or any other authorized leave may lead to disciplinary action up to and including termination.

Unpaid Personal Leave of Absences/Pregnancy/Maternity and/or Paternity Leave

Unpaid personal leaves of absence from work should be arranged through the Human Resource Department. The Company has a formal request form/process for this purpose. This policy may run concurrent with other leaves of absence discussed in this document (see also, *Attendance and Time Off*, as applicable). This policy shall run concurrently with any federal, state, and/or local law (including Workers' Compensation-related injuries). See also, *PTO, Americans with Disabilities Act, FMLA, and/or Attendance and Time Off*, as applicable.

The Company will comply with all relevant Equal Employment Opportunity Commission (EEOC), HIPAA/other Team Member privacy rules, ADA (as amended), and any/all other anti-discrimination and anti-retaliation policies as stated in this document and in accordance with federal, state, and/or local regulations.

The term “leave of absence” means an approved absence from work in excess of three (3) consecutive workdays. Such leaves of absence may be granted at the sole discretion of the Company unless otherwise mandated by federal, state, or local laws, ordinances and/or regulations; however, this leave will not be approved to “try out” another job with another employer, nor may leave under this policy be taken concurrent with a voluntary two-weeks’ notice (in accordance with federal, state, and/or local regulations).

Team Members granted leaves of absence are required to use any available and/or PTO (as applicable) concurrent with this leave, as applicable (and when appropriate). Unless otherwise required, and/or PTO will cease to accrue during this leave. Likewise, Team Member may not be entitled to any bonuses or other forms of additional compensation while out on a leave of absence, in accordance with federal, state, and/or local law.

This time may be deducted from accrual of time needed to receive performance evaluations, if applicable.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition would result in a period of three (3) consecutive days of incapacity. If a Team Member takes time off for a condition that progresses into a serious health condition and the Team Member requests unpaid leave as provided under this policy, the Company may designate all or some portion of related leave taken as leave under this policy, to the extent that the leave meets the necessary qualifications.

Furthermore, this policy is applicable for serious illnesses and/or injuries for the Team Member and/or family members in which the Team Member is the primary caregiver.

For purposes of this policy, “immediate family” includes a spouse, domestic/common-law partner/spouse, children and stepchildren under the age of 18 years and/or unable to care for themselves; parents, step-parents, legal guardians; in-laws (father, mother, sister, brother, daughter, son), and/or if applicable through any other leave policy outlined in this document (and in accordance with federal, state, and/or local laws). Team Members may be required to show proof of any relationship and/or provide additional information from a healthcare provider.

Team Members with questions about this policy should consult directly with a human resource representative.

Uses for Leaves of Absence

Unpaid personal leaves of absence (not otherwise governed by federal, state or local laws) may be granted at the sole discretion of the Company for up to a maximum of thirty (30)-calendar days (per verified situation). An extension beyond thirty (30)-calendar days may be considered on an individual basis and in accordance with the EEO and other policies in this document. This policy shall run concurrent with available and/or PTO, as applicable.

Team Members may be required to provide documentation from a healthcare provider to determine eligibility for this program.

Unpaid Personal Leaves of Absence may be used for the following reasons:

- ✓ To care for the Team Member’s child during the first thirty (30)-calendar days following birth*
- ✓ To care for a child during the first thirty (30)-calendar days following placement with the Team Member for adoption or foster care*
 - ***NOTE:** In cases when a married couple is employed by the Company, the two spouses together may take a *combined total* of sixty (60)-calendar days’ leave during any period for reasons related to birth of a child and/or following placement with the Team Member for adoption or foster care

- ✓ To care for a spouse, son, daughter (under the age of 18 years unless unable to care for themselves), or parent (“covered relation”) with a serious health condition in which the Team Member is considered the primary caregiver
- ✓ For incapacity due to the Team Member’s pregnancy, prenatal medical or childbirth; *or*
- ✓ Because of the Team Member’s own serious health condition that renders the Team Member unable to perform an essential/required function of the position
 - This includes occupational and/or non-occupational injuries and/or illnesses
 - A “serious health condition” is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed healthcare provider

Use of PTO During an Unpaid Personal Leave of Absence

Team Members granted personal leaves of absence under this policy are *required to use any* available and/or PTO (as applicable) concurrent with this leave. Unless required by federal, state, or local laws, and/or PTO will cease to accrue during this leave. Likewise, unless otherwise required, Team Members may not be entitled to any bonuses or other forms of additional compensation while out on a personal leave of absence not otherwise covered by federal, state, and/or local laws. This time may be deducted from accrual of time needed to receive performance evaluations or other Company-sponsored benefits.

Time off benefit accruals (such as and/or PTO, holiday pay, etc.) may be suspended during this leave and may resume upon returning to active employment status, if applicable.

Requesting an Unpaid Personal Leave of Absence

Under this policy, Team Members may be required to request an Unpaid Personal Leave of Absence in accordance with Company policies as defined in this document and/or at least thirty (30)-calendar days in advance, for foreseeable personal or family-related illnesses and/or injuries.

For non-foreseeable, non-occupational injuries, a Team Member are required to notify a human resource representative directly, as soon as possible (as defined in this document) after the injury and/or onset of the illness and/or medical condition that restricts the performance of the Team Member’s regular duties.

Leaves of absence from work should be arranged directly through a human resource representative. The human resource representative will consult with a member of the Leadership Team, as appropriate and (if applicable), in adherence to HIPAA and/or Team Member privacy rules as defined in this document.

Unpaid Personal Leave of Absence must be approved prior to taking time off in accordance with Company policies; and/or federal, state and/or local regulations; however, Big State Electric may activate/approve/consider an Unpaid Personal Leave of Absence should employer receive credible knowledge of a pending and/or active situation (such as an occupational injury; hospitalization, etc.).

Team Members are prohibited from obtaining/seeking other employment while on a personal leave of absence. Acceptance of other employment while on an Unpaid Personal Leave of Absence may be treated as a voluntary resignation from employment.

Team Member Premium Payments while on Leaves of Absence

Team Members are required to continue paying voluntary and/or Company-sponsored premiums, as applicable, according to the regularly scheduled deductions

- Team Members may also choose to pay premiums in advance

Failure to pay for applicable Company-sponsored healthcare/medical and/or other benefits while out on Unpaid Personal Leaves of Absence (as required) may result in the loss of applicable benefits. Notification of the termination of benefits will be sent to the address provided by the Team Member fifteen (15)-calendar days prior to terminating Company-sponsored health and welfare benefits. Team Member will receive information about COBRA elections in this circumstance.

- Other voluntary Company-offered/elected benefits may be terminated immediately without advanced notification, failure to pay for benefits as required, etc.

Team Members who lose health and welfare benefits' coverage during a leave of absence may again be reinstated according to the requirements of the applicable plans.

Team Members should speak directly with a human resource representative prior to taking leave to ensure a thorough understanding of all of obligations; rights and responsibilities while on leave (such as periodic reporting and re-verification obligations, if applicable).

Leave of Absence Return-to-Work Program

The purpose of the Leave of Absence Return-to-Work Program Policy is to ensure a safe and healthy workplace for Team Members, and to assist Team Members in returning to work from both work-related and non-work-related injuries and illnesses.

This policy is not intended to instruct the procedures applicable to Team Members eligible for reasonable accommodation or covered under the Americans with Disabilities Act (ADA) and/or leave benefits under and/or the Family Medical Leave Act (FMLA) and/or applicable programs. Inquiries about ADA, FMLA and/or other leave programs/policies should be directed to a member of the Human Resource Department.

The policies and procedures provided herein apply to all Team Members of the Company. This policy shall apply to Team Members who are restricted in the performance of the essential/required functions due to compensable work-related injuries; non-occupational injuries/illnesses, FMLA and/or non-FMLA situations. Additionally, this policy may, at the Company's discretion, be applied in situations when a Team Member is restricted in the performance of the regular duties due to injury, illness or medical condition or due to work-related accident/injury.

The Company believes it is in the best interest of the Company and its Team Members to facilitate the expedient return of Team Members to duty after they have been absent due to work-related injury, illness, or other medical condition (either with or without restrictions). This policy shall be applied in situations when a full-time Team Member is restricted in the performance of the regular duties due to personal injury, illness or medical condition or due to a work-related accident/injury.

Team Members may be required to present a return-to-work release form from a healthcare provider indicating reasonable accommodation (if any).

In accordance with federal, state and/or local laws/regulations, a Team Member returning from personal leave may or may not be offered the same position held at the time the leave was taken. If the same position is not available, the Team Member may be offered a comparable position. If neither the same nor a comparable position is available at the time, the returning Team Member will be given preferential consideration for up to thirty (30) calendar-days for any open position for which the Team Member applies and is qualified for (either with or without accommodations).

Unless otherwise indicated, there is no guarantee of reinstatement and return-to-work. A return-to-work will depend on the Team Member qualifications for existing openings (if any), either with or without reasonable accommodation.

Failure to contact a human resource representative to discuss returning to work in accordance with the policies outlined in this document may be construed as a voluntary termination of employment.

Return-to-Work Options

In accordance with federal, state and/or local regulations, Big State Electric reserves the right to offer return-to-work options for all Team Members on unpaid personal leaves of absence; whether occupational or non-occupational illnesses and/or injuries, and in accordance with federal, state, and/or local regulations. Return-to-work options may include the following:

Leave of Absence Transitional/Modified Duty

Big State Electric will adhere to the requirements of the Americans with Disabilities Act (ADA) when determining whether or not a Team Member is eligible for transitional and/or modified duty assignments (see Americans with Disabilities Act in this document); however, the Company cannot guarantee availability of transitional and/or modified positions and is under no obligation to offer, create, and/or encumber any specific position for purposes of offering placement. Furthermore, the Company cannot guarantee the length of time a transitional/modified position will remain available.

The human resource representative will confer with appropriate members of the Leadership Team in all divisions when attempting to secure transitional/modified duties that meet the restrictions provided by Team Members' healthcare provider.

Team Members may experience one or more of the following situations, respectively:

Released to Return-to-work with No Restrictions – Prior to returning to work, Team Members may be required to provide the Human Resource Department with a note from a healthcare provider indicating that Team Member is released to return-to-work, without restrictions.

If this is a work-related injury/illness, a human resource representative will notify the appropriate member(s) of the Leadership Team, and the Workers' Compensation plan administrator.

Released to Return-to-work with Restrictions – If the Team Member is released to return-to-work with restrictions, a human resource representative will review the restrictions set forth by the healthcare provider and work with appropriate members of the Leadership Team to determine if transitional/modified duty is available for the Team Member.

No Release to Return-to-work – Team Members not released to return-to-work with or without restrictions are required to maintain communication with a human resource representative and provide updates and/or changes for the situation.

Furthermore, a human resource representative will remain in contact with the Workers' Compensation plan administrator in cases of occupational injuries and/or illnesses to obtain the Team Member's prognosis for recovery and the Team Member's functional capacity.

Transitional/modified duty must meet the Company's staffing needs and accommodate the Team Member's restrictions while taking into consideration the welfare and safety of Team Members, Company, and stakeholders.

A human resource representative will schedule an initial return-to-work meeting with the Team Member and the appropriate member(s) of the Leadership Team to coordinate the return-to-work in compliance with the restrictions.

When/if a Team Member is approved for transitional/modified duty, a human resource representative will complete the Bona Fide Offer of Employment to serve as documentation of the duties the Team Member

will perform during the transitional duty period. A human resource representative may send a copy of the Bona Fide Offer of Employment to the Team Member, as required (via regular mail, certified mail, and/or hand-delivery). Team Members are required to contact the human resource representative upon receiving the documents related to the Unpaid Personal Leave of Absence.

During transitional duty, a human resource representative will meet with the Team Member at routine intervals to evaluate the Team Member's progress; determine the length of time a Team Member will remain on transitional/modified duty and/or if there are any modifications to the healthcare-provider statement.

Transitional duty may be altered, upgraded, or changed in a manner consistent with medical restrictions and in accordance with an individual's improved condition. A human resource representative may amend the Bona Fide Offer of Employment should the Team Member demonstrate improvement or regression and in concert with information from the Team Member healthcare provider and applicable federal, state, and/or local regulations. Requests for amendments must be resubmitted to the appropriate healthcare provider for approval and a copy forwarded to the Workers' Compensation plan administrator (if applicable).

Return-to-Work Employment-at-Will

All Team Members, regardless of the classification or position, are considered employed "at-will." This means employment may be terminated at the *will* of the Team Member and/or the Company at any time; with or without cause and/or with or without notice. No officer, agent, representative, or Team Member of

the Company has any authority to enter into any Agreement with any Team Member or applicant for employment on other than on an at-will basis (see also, *Employment-at-Will* in this document).

Should any position (including transitional/modified duty positions) in the Company require additional screening criteria (such as a driver's examination, background investigation and/or a drug test), and/or if a Team Member has been offered a transitional/modified position before any such investigation or test is completed, continued employment will remain contingent upon a satisfactory result on all required tests and/or applicable screening.

Furthermore, nothing contained in this document; policies, procedures, Handbooks, manuals, job descriptions, employment application, Bona Fide Offers of Employment, Conditional Offers of Employment, or any other document of the Company shall in any way create an express or implied contract of employment or an employment relationship on other than an at-will basis.

Sanctions

Failure to report an on-the-job injury, illness or accident, regardless of the severity by the end of the scheduled shift OR close of business the day of the occurrence may result in denial of a claim and/or further disciplinary action up to and including termination.

Military Leave

Big State Electric will grant a military leave of absence to Team Members who are absent from work because they are serving in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Team Members are required to give the Human Resource Department advance notice of upcoming military service, unless military necessity prevents advance notice or it is otherwise impossible or unreasonable.

The military leave may be unpaid; however, Team Members may use any available accrued paid time off, (if applicable and/or in accordance with the policies in this document and/or federal, state, and/or local laws), for the absence in accordance with the policies noted in this document and/or government regulations.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which Team Members are otherwise eligible. Benefit accruals such as PTO and/or holiday benefits may continue during a military leave of absence.

Team Members who are on military leave for up to 30 days must return to work on the first regularly scheduled work period after service ends (allowing for reasonable travel time). Team Members who are on military leave beyond 30 days must apply for reinstatement in accordance with USERRA and all applicable state laws.

Team Members returning from military leave (depending on the length of military service in accordance with USERRA), will be placed either in the position that would have attained if the Team Member had remained continuously employed or in a comparable position.

For the purpose of determining benefits that are based on length of service, Team Members will be treated as if continuously employed. Contact any member of the Leadership Team for more information.

Team Members may be eligible to receive eight (8) hours of rest between military assignments and returning to work; however, normal attendance policies and rules as outlined in this Handbook still apply.

The Company has established comprehensive Company-sponsored and voluntary Team Member benefits designed to assist Team Members and selected eligible dependents. Our benefits package represents a hidden value to our Team Members. This manual does not describe the current benefit plans maintained by the Company; refer to the actual plan documents and summary plan descriptions for specific questions regarding the benefit plan. The Company reserves the right to amend, alter, modify, change or cancel any of the benefit programs or to require or increase Team Member premium contributions toward any benefits with or without advance notice. This reserved right may be exercised in the absence of financial necessity.

Whenever an amendment is made to any of the Company benefits programs, the respective plan administrator will complete the process for review and approval. The respective plan administrator may notify plan participants of all approved amendments or plan terminations, in accordance with the requirements of applicable federal law.