



MILITARY/UNIFORMED SERVICES LEAVE (NON-FMLA)

Team Members may be entitled to certain rights and benefits, and may have certain obligations, related to service in the uniformed services pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") or related state laws. It is the company's intent to comply with the requirements in USERRA and similar state laws with respect to leaves of absence, continuation of health coverage, reemployment, disabilities incurred or aggravated during uniformed service, non-discrimination and non-retaliation, and other covered matters. Specifically, the company will not deny employment, reemployment, retention in employment, promotion, or any benefit of employment to an individual due to uniformed service and will not tolerate discrimination or retaliation due to uniformed service.

Definitions:

- "Uniformed service(s)" means the Navy, Marines, Army, Air Force, Coast Guard, the Army or Air National Guard, the Commissioned Corps of the Public Health Service, and any other category designated by the President of the United States in time of war or emergency.
- "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, absences for fitness-for-duty examinations, and certain absences for funeral honors duty.

Team Members should notify Human Resources of any need for leave to perform service in the uniformed services as far in advance as possible. Team Members are asked to provide a copy of applicable orders or similar documentation to ensure continued business operations during absences. Leave is generally unpaid, although Team Members may elect to use any accrued but unused PTO during such absences.

Team Members who are members of the uniformed services should speak to Human Resources concerning any questions regarding rights and obligations related uniformed service leave, advance notice of uniformed service, benefits during uniformed service, or related issues.

LEAVES OF ABSENCE

A leave of absence is an excused absence without pay. It may be granted to maintain continuity of service in cases that require you to be absent for a prolonged period.

Any misrepresentation made to obtain or continue a leave or for participating/engaging in any outside employment while on leave is grounds for immediate termination. The Company may recover any premiums the Company paid for benefits coverage during the leave period if Human Resources determines that you fail to return to work on the first day after the leave of absence expires, unless leave is extended, or you are unable to return to work and provide proper documentation. Such recovery can be taken from any benefits or wages owed to you by the Company, in accordance with applicable law. Upon your written application demonstrating extraordinary hardship or circumstances beyond your control, the Company may, in its sole discretion, choose not to attempt to recover such premiums.

Leave does not carry over or accumulate from year to year and is not counted as time worked for purposes of length of service, overtime, pension, pay increases and other employment benefits, unless required by applicable law. Unpaid leave of any kind will not count as time worked for purposes of accruing PTO. You will not receive pay in lieu of any unused leave. Should you have questions regarding any leave of absence, please contact Human Resources.

PTO DONATION POLICY

From time to time the Company recognizes that a Team Member may have a family emergency or a personal crisis that causes a severe impact to them resulting in the need for additional time off in excess of their available Paid Time Off (PTO). To address this need all eligible Team Members may request on a voluntary basis to donate PTO from their unused balance to an eligible co-worker. Please contact Human Resources for the full Leave Donation Policy and further details.

PERSONAL/NON-FMLA MEDICAL

The Company may approve a personal leave to tend to medical (non-Family and Medical Leave), family or personal situations if you file a written request in advance with Human Resources. Human Resources maintains full discretion to decide whether and to what extent such leave, or any extension thereof, should be granted. We encourage you to provide as much advance notice as possible to increase your likelihood of having your request approved.

You will be required to use all of your accrued, unused PTO during your personal/medical leave period. Once such PTO is exhausted, the balance of the personal leave will be without pay.

If your request for personal leave is due to a medical condition that does not qualify for Family and Medical Leave, the Company may choose to treat it in the same manner as Family Medical Leave and require that you comply with that policy. In addition, if you qualify for benefits under the Company's short-term disability or workers' compensation plan, PTO will be applied in the same manner as for Family and Medical Leave.

During the unpaid portion of your personal leave, all of your Company benefits (e.g., holiday pay, medical, dental, flex spending, life and disability coverage) will terminate as set forth in the applicable plan documents, except to the extent that the Head of Human Resources specifically approves the continuation of your coverage. You will either be offered COBRA continuation coverage or will be responsible for your portion of benefits, depending on the circumstances of your leave. In no instance shall non FMLA-related continuation of coverage last for more than 12 weeks in the event of unpaid leave unless COBRA coverage is elected. Unless approved by the Head of Human Resources, continuation of any Company-paid coverage will not last for more than 12 weeks.

Unless applicable law requires otherwise, in no event will the Company guarantee reinstatement after personal leave. The Company will, however, endeavor to place Team Members returning from a personal leave to their former position or a position comparable in status and pay, subject to budgetary restrictions, the Company's need to fill vacancies, and its ability to find qualified temporary replacements.

DOMESTIC VIOLENCE

The Company is committed to providing a workplace in which domestic violence is not tolerated and complies with Florida's Domestic Violence law. Team Members who have been employed for three months or more may take up to three (3) working days of leave within a 12 month rolling period, if the Team Member or a family or household member is the victim of domestic or sexual violence. The leave must be sought for reasons specific to the domestic violence occurrence. The leave must be for one of the following reasons:

To seek an injunction for protection against domestic violence or in cases of repeat violence, dating violence, or sexual violence;

To obtain medical care and/or mental health counseling, for the Team Member or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;

To obtain services from a victim-services organization, as a result of the act of domestic violence;

To make the Team Member's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or

To seek legal assistance to address issues arising from the act of domestic violence or to attend and prepare for court-related proceedings arising from the act of domestic violence.

Documentation will be required to support any of the afore-mentioned items. This documentation may include copies of restraining orders, police reports, orders to appear in court, etc. A Team Member will be required to use any paid leave available prior to using unpaid leave. In the event the leave is for medical care that also qualifies for Family Medical Leave, the leave periods will run concurrently.

All documentation received in conjunction with this leave will be held in confidence to the extent permitted by law. As much advance notice of the need for leave as practicable is required, unless there is imminent danger to the Team Member, family member or member of household. Please contact Human Resources for more information.

FAMILY AND MEDICAL LEAVE ACT ("FMLA") AND MILITARY FAMILY MEMBER LEAVE POLICY

Under the Family and Medical Leave Act of 1993, as amended ("FMLA"), Team Members may be eligible for a period of job-protected unpaid leave for certain family and medical reasons as described below. This Family Medical Leave Act Policy ("Policy") provides an overview of Team Members' rights and responsibilities under the FMLA as well as the Company's own policies regarding FMLA Leave. The Company has posted notices of the FMLA at all Company facilities. The information in those posters is incorporated into this policy by reference.

General Eligibility

To be eligible for FMLA Leave under this Policy, a Team Member must have worked at the Company for at least 12 months and must have worked at least 1,250 hours during the 12- month period prior to the commencement date of any leave requested under this Policy. Eligibility will be determined as of the date the FMLA leave request commences. When a request for FMLA is made, the company will review the request and advise the Team Member of his or her eligibility and the Team Member's rights and responsibilities.

Types and Duration of FMLA Leave

Bonding Leave; Serious Health Condition Leave; Leave to care for a family member with a Serious Health Condition; Active Duty Leave

An eligible Team Member may take up to 12 weeks of unpaid leave during a rolling 12- month period (measured backward from the date a Team Member uses FMLA leave) for the following reasons:

1. The birth of the Team Member's child and to bond with the child; or for placement through adoption or foster care and to bond with the newly

placed child. Such leave must be concluded no later than 12 months after the birth or placement of the child with the Team Member;

2. To care for an immediate family member (spouse, child under 18 years old or a child 18 and over who is incapable of self-care because of a disability, or parent) with a serious health condition;
3. Because of a serious health condition which renders the Team Member unable to perform the functions of his/her job; or
4. Because of any qualifying exigency arising out of the fact that a Team Member's spouse, son (of any age), daughter (of any age) or parent, who is serving in any branch of the US military (including the National Guard or Reserves), has been deployed or called to active duty in a foreign country ("Active Duty Leave").

Military Caregiver Leave

A Team Member also may be eligible for Military Caregiver Leave to care for a spouse, son (of any age), daughter (of any age), parent or next of kin who is: 1) a current member of the Armed Forces, including the National Guard or Reserves, and 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, which is incurred in the line of duty (or for a pre-existing injury or illness which is aggravated in the line of duty) and that renders the service member medically unfit to perform the duties of his or her office, grade, rank or rating, or 2) a veteran who was a member of any branch of the Armed Forces, including the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness that occurred in the line of duty (or for a pre-existing injury or illness which was aggravated in the line of duty) at any time within 5 years preceding the treatment, recuperation or therapy. A covered veteran incurs a serious illness or injury for purposes of this paragraph when one of the following occurs:

1. The injury or illness makes him or her medically unfit to perform the duties of his or her office, grade, rank or rating.
2. It causes the service member to have a VA Service Disability Rating at 50% or greater.
3. It is a mental or physical condition substantially impairing their ability to obtain gainful employment.
4. The VA enrolls the Team Member in the Department of Veteran Affairs Program of Comprehensive Assistance for Family Caregivers.

Eligible Team Members are entitled to a total of 26 weeks of unpaid Military Caregiver Leave during a single 12-month period. This single 12-month period begins on the first day an eligible Team Member takes Military Caregiver Leave (as long as it is within 5 years of the covered service member's active duty) and ends 12 months after that date. Military

Caregiver Leave applies on a per-covered service member, per-injury basis, so that a Team Member may be eligible to take more than one 26 week period of Military Caregiver Leave, but no more than 26 weeks of leave may be taken during any one 12-month period.

An eligible Team Member is entitled to a combined total of 26 workweeks of leave for all FMLA qualifying reasons during the single 12-month period described above. For example, if a Team Member takes 10 weeks of FMLA leave due to his/her own serious health condition, the Team Member may take only 16 weeks of Military Caregiver Leave during that same 12-month period.

Definitions

- A. A "serious health condition" as referred to above means an illness, injury, impairment, or physical or mental condition that involves:
 - 1. In-patient care (i.e., an overnight stay) in a hospital or other medical care facility (including any period of incapacity or any subsequent treatment in connection with such in-patient care);
 - 2. A period of incapacity of more than three (3) consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves: (i) treatment two (2) or more times by a health care provider or under the supervision of a health care provider the first being within seven (7) days of the onset of the incapacity and the second being within thirty (30) days of the start of the incapacity, or (ii) treatment by a health care provider on at least one (1) occasion within seven (7) days of the start of the incapacity which results in a regimen of continuing treatment under the supervision of a health care provider;
 - 3. Any period of incapacity or treatment due to pregnancy, or for prenatal care;
 - 4. Any period of incapacity or treatment due to a chronic serious health condition requiring periodic visits of at least twice a year for treatment by a health care provider;
 - 5. A period of incapacity or treatment which is permanent or long-term due to a condition for which treatment may not be effective, during which the Team Member (or family member) must be under the continuing supervision of, but need not be receiving active treatment

by, a health care provider; or

6. Any period of absence to receive multiple treatments by a health care provider or under the supervision of a health care provider, either for restorative surgery after an accident or other injury, or for a condition that will likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

B. A “qualifying exigency” referenced above under “Active Duty Leave” refers to the following circumstances:

1. Short-notice deployment: to address issues arising when the notification of a call or order to active duty is seven (7) days or less;
2. Military events and related activities: to attend official military events or family assistance programs or briefings;
3. Childcare and school activities: for qualifying childcare and school related reasons for a child, legal ward or stepchild of a covered military member;
4. Care of the covered military member’s parent if the parent is incapable of self-care;
5. Financial and legal arrangements: to make or update financial or legal affairs to address the absence of a covered military member;
6. Counseling: to attend counseling provided by someone other than a health care provider for oneself, for the covered military member, or child, legal ward, or stepchild of the covered military member;
7. Rest and recuperation: to spend up to fifteen (15) calendar days for each period in which a covered military member is on a short-term rest leave during a period of deployment; or
8. Post-deployment activities: to attend official ceremonies or programs sponsored by the military for up to 90 days after a covered military member’s active duty terminates or to address issues arising from the death of a covered military member while on active duty.

When Spouses Work Together

If both spouses are employed by the Company and are eligible for leave under this policy, they are eligible for a combined total of 12 weeks of leave within the applicable 12-month period if leave is requested due to the birth or placement of a child or to care for a parent who has a serious health condition. If both spouses are employed by the Company and are eligible for leave under this policy, they are eligible for a combined total of 26 weeks within the applicable 12-month period when the leave is for either Military Caregiver Leave or a combination of military caregiver leave and leave for other FMLA qualifying reasons. (However, in no event shall the spouses take more than a combined total of 12 weeks of leave within the applicable 12-month period for the birth or placement of a child or to care for a parent who has a serious health condition).

Notice of Need for FMLA Leave

A Team Member who wants to take FMLA must follow normal call-in policies and notify the person a Team Member would normally notify for an absence. Failure to adhere to normal company call-in procedures can result in discipline, as with any other type of leave.

If it is determined that the Team Member may be eligible for FMLA, the Team Member will be required, thereafter, to contact Human Resource to complete a request for leave. The Team Member will be required to fill out prescribed forms requesting leave.

If your need for FMLA leave is foreseeable, you must give the Company at least 30 days' prior written notice. If this is not possible, you must give notice at least as soon as practicable (within one or two business days of learning of your need for leave). Failure to provide this notice may be grounds for delaying FMLA-protected leave, depending on the facts and circumstances.

Team Members should make every reasonable effort to schedule foreseeable medical treatments so as not to disrupt the ongoing operations of the Company.

Substitution of Paid Leave for Unpaid FMLA Leave

FMLA leave is unpaid. Team Members are required to substitute any accrued and unused paid leave (PTO) for unpaid FMLA leave. The substitution of paid leave time for unpaid FMLA leave time does not extend the length of the FMLA leave. Team Members' FMLA leave also runs concurrently with workers' compensation or short-term disability benefits. If a Team Member receives workers' compensation or short-term disability benefits during FMLA leave, the leave is considered paid and the Team Member will not be required to substitute unused, accrued PTO during the time that they receive such benefits.

Intermittent FMLA Leave

Intermittent or reduced schedule leave is leave at varying times for the same qualifying condition. Intermittent leave or reduced schedule leave may be available if the need for leave is due to a Team Member's serious health condition or a Team Member's immediate family member's serious health condition and when the need for intermittent or reduced schedule leave is certified by a health care provider. Intermittent or reduced schedule leave is not available for the birth or placement of a child for adoption or foster care unless the Company agrees. Military Caregiver Leave may be taken intermittently or on a reduced leave schedule when medically necessary. Active Duty Leave may also be taken on an intermittent or reduced leave schedule.

Team Members who take foreseeable intermittent or reduced schedule leave must attempt to schedule their intermittent or reduced schedule leaves so as not to disrupt the operations of the Company and in some instances, the Company may require Team Members taking foreseeable intermittent or reduced schedule leaves to transfer temporarily to an alternative position for which the Team Member is qualified and which better accommodates the Team Member's leave schedule. Pay and shifts would not be affected by a change to an alternate position. Time worked in the alternate position would not count towards the Team Member's FMLA leave entitlement.

Team Members taking unforeseeable intermittent leaves must follow the Company's standard call-in procedures unless there are unusual circumstances.

Documentation Supporting FMLA Leave

A Team Member requesting leave for a serious health condition must provide a completed FMLA Certification of Health Care Provider Form supporting the need for the leave. A request for reasonable documentation of family relationship verifying the legitimacy of a request for FMLA Leave may also be required.

The Team Member will have fifteen (15) days in which to return a completed Certification form following the Company's request for the certification. If the Team Member fails to provide timely certification after being required to do so, covered leave may be delayed moving forward until the certification form is finally submitted. Absences counted against the Team Member for a late certification will not be reversed unless there are exceptional circumstances. If a Team Member never returns the completed form, the FMLA will be denied and the absences will be unprotected. If the Certification form is incomplete or insufficient, a Team Member will be given written notification of the information needed and will be given a period of seven (7) days to provide the necessary information.

In some circumstances, a second opinion, at the expense of the Company, related to the health condition may be required. If the original certification and the second opinion differ, a third opinion, at the expense of the Company, may be required.

The opinion of the third health care provider, which the Company and the Team Member jointly select, will be the final and binding decision.

A request for Active Duty Leave must be supported by the Certification of Qualifying Exigency for Military Family Leave form as well as appropriate documentation, including the covered military member's active duty orders.

A request for Military Caregiver Leave must be supported by the Certification for Serious Injury or Illness of Covered Service Member form or Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave form as well as any necessary supporting documentation.

Providing false information to the Company in an attempt to obtain FMLA leave will result in no FMLA protection, and it may also constitute a policy violation and result in discipline up to and including termination.

Once the Company has received a complete and sufficient certification form from the Team Member, the Company will advise the Team Member whether he or she has been approved or denied FMLA and, if possible, will advise how much FMLA will be used.

Recertification

In the following circumstances, the Company may, in its sole discretion, require recertification of the qualifying reason for FMLA: (1) where the Team Member needs more leave than the original certification justified; (2) where circumstances and facts cast doubt on the Team Member's need for FMLA; or (3) when the need for FMLA extends beyond 6 calendar months. In these situations, the Team Member will have fifteen (15) days in which to provide a completed Recertification form.

Restoration to Position and Benefits

Healthcare benefits will be maintained while a Team Member is on FMLA, subject to the payment of premiums explained in this paragraph. For all other benefits, they will be maintained similarly to others on similar forms of leave (paid/unpaid). Team Members on paid FMLA (because they are concurrently exhausting a paid leave benefit) will continue to have their premium payments deducted from their paycheck as if they were on non-FMLA paid leave. Team Members on an unpaid FMLA leave (for which no paid leave is substituted or after all paid leave has been exhausted) will need to maintain the benefits they accrued prior to commencement of the leave by making premium payments. If the payment is not received on the due date or thereafter, the company will provide the Team Member written notice of non-payment and provide 15 days to make the payment. If the payment is not made within the 15-day window, and at least 30 days have passed from the due date, then coverage under the benefit plan will lapse, retroactively to the original due date.

Team Members are permitted to return to whatever position they would have held had they not taken FMLA leave. Generally, this means Team Members returning from FMLA leave within 12 weeks will be returned to the job position that they held when they went on leave, or a substantially similar one. If the Team Member would have lost their position even if they had not taken the leave, then there exists no reinstatement right. For example, if the Team Member's position is eliminated because of a reduction in force, then no reinstatement right exists.

If an eligible Team Member fails to pay his or her portion of the required premium payments for benefit coverage, and the Company elects to make the Team Member's portion of premium payments to keep benefit coverage in effect during a period of paid or unpaid FMLA leave for medical and dental benefits, and/or a period of unpaid FMLA leave for other benefits, the Company may recover the amount of the premium payment from the Team Member regardless of whether the Team Member returns to work. The Company may recover its own share of the premiums paid for maintaining a Team Member's medical and dental benefit coverage during any period of unpaid FMLA leave if the Team Member fails to return from leave after entitlement has expired, provided the Team Member's failure to return to work for a reason other than the continuation, recurrence, or onset of a serious health condition was unrelated to the qualifying reason the Team Member took FMLA leave.

Return to Work

FMLA leave must be used for its intended purpose. If the qualifying reason for taking leave ends, then the Team Member must contact Human Resources and make arrangements to return to work. Team Members on FMLA leave must periodically inform the Human Resources Department of their status and intent to return to work while on FMLA leave. Team Members returning from FMLA leave must be able to assume all of the essential functions of their jobs upon return. The Company will provide time for the Team Member to learn of any changes or new technology implementations. As a condition to restoring a Team Member whose leave was based on the Team Member's own serious health condition, the Team Member must provide certification from the Team Member's health care provider stating that the Team Member is able to resume work. This return to work statement is required for all serious health conditions unless the Team Member has previously provided one for that condition within the past year. If safety issues exist, the Company may require a return to work statement every thirty days.

Failure to Return from Leave

Unless required otherwise by law a Team Member granted a leave of absence under these provisions who fails to return to work upon expiration of the leave will no longer have protected absences. Further absences would count against the attendance policy.

Interaction with State Leave Laws

Certain states require employers to provide greater or different job-protected leave. When applicable, the Company complies with all such leave laws. When leave provided under one of these laws is covered under the federal FMLA, it shall count toward the Team Member's federal FMLA entitlement and as FMLA Leave under this Policy. These leave laws vary by state, and the Team Member should contact Human Resources if you have questions about them.