

Please note that whether some state-specific policies may apply to you may be determined by the number of Pritchard employees in the state. Please see your local HR resource for more information about whether these policies apply to you.

## **Vermont**

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### **Pregnancy Accommodations**

In compliance with Vermont law, we will endeavor to reasonably accommodate your needs for a pregnancy-related condition, unless doing so would impose an undue hardship on the Company. For purposes of this policy, "pregnancy-related condition" means a limitation your ability to perform the functions of a job caused by pregnancy, childbirth or a medical condition related to pregnancy or childbirth.

Reasonable accommodations for you may include, but are not limited to:

1. bathroom breaks;
2. breaks for increased water intake;
3. periodic rest;
4. access to a chair or stool;
5. assistance with specific duties;
6. temporary transfers to less strenuous or hazardous work;
7. a private, clean space for breastfeeding;
8. time off for prenatal appointments; or
9. time off to recover from medical conditions related to pregnancy or childbirth.

If you have questions about this policy or need to request an accommodation due to pregnancy, childbirth or a related medical condition, please contact your local HR resource.

### **Non-Harassment**

It is our policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by Pritchard Industries.

The purpose of this policy is not to regulate your personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state or local laws also is unlawful. For example,

sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state or local laws are unlawful.

### **Harassment Defined**

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion toward an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, you are expected to behave at all times in a manner consistent with the intended purpose of this policy.

### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions, or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;

11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

## **Reporting Procedures**

If you have been subjected to or witnessed conduct which violates this policy, you should immediately report the matter your local HR resource. If you are unable for any reason to contact this person, or if you have not received an initial response within five (5) business days after reporting any incident of what you perceive to be harassment, you should contact the HR Department. If the person toward whom your complaint is directed is one of the individuals indicated above, you should contact any higher-level manager in the reporting hierarchy.

## **Investigation Procedures**

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. Your complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

## **Retaliation Prohibited**

In addition, we will not allow any form of retaliation against you if you report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If you feel you have been subjected to any such retaliation, you should report it in the same manner in which you would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

While you are encouraged to report claims internally, if you believe you have been subjected to sexual harassment or other harassment in violation of state law, you may file a formal complaint with the government agency or agencies set forth below. Using the Company's complaint process does not prohibit you from filing a complaint with these agencies.

Vermont Attorney General's Office Civil Rights Unit, 109 State Street Montpelier, VT 05609 (802) 828-3171 (voice/TDD). The United States Equal Employment Opportunity Commission (EEOC) JFK Federal Building, Room 475 Boston, Massachusetts 02203 (617) 565-3200 (voice).

## **Earned Sick Time**

### **Eligibility**

If eligible, the Company will provide you with earned sick time if you work in Vermont for an average of at least 18 hours per week during a year. If you work in Vermont and are eligible for sick time under the general Sick Days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy and/or any other applicable sick time/leave law or ordinance.

If you are an exempt employee, you will be presumed to work 40 hours in each workweek for accrual purposes unless your normal workweek is less than 40 hours, in which case accrual will be based on that normal workweek. For purposes of this policy, the year is the consecutive 12-month period beginning January 1 and ending on December 31.

## **Usage**

You may begin using accrued earned sick time after completion of one (1) year of employment. You may use earned sick time in a minimum increment of one (1) hour. You may not use more than 40 hours of accrued earned sick time in a year.

You may use accrued earned sick time for the following reasons:

1. your own illness, injury, or to obtain professional diagnostic, preventive, routine or therapeutic health care;
2. to care for your sick or injured parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild or foster child, including helping that individual obtain diagnostic, preventive, routine or therapeutic health treatment; or accompanying your parent, grandparent, spouse or parent-in-law to an appointment related to their long-term care;
3. to arrange for social or legal services or obtain medical care or counseling for yourself or your parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild or foster child, who is a victim of domestic violence, sexual assault or stalking; or who is relocating as the result of domestic violence, sexual assault or stalking;
4. to care for your parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild or foster child because the school or business where that individual is normally located during your workday is closed for public health or safety reasons.

If you are absent for one (1) or more covered reasons, you are required to use available earned sick time during your absence.

## **Notice and Documentation**

You will need to notify your local HR resource as soon as practicable of the intent to take earned sick time as well as the expected duration of the absence. Please make reasonable efforts to avoid scheduling routine or preventive health care during regular work hours. We may ask you to provide reasonable proof that your use of earned sick time is for one of the reasons covered under this policy.

## **Payment**

Earned sick time will be paid at your normal hourly wage rate or the state minimum wage rate, whichever is greater. Your use of earned sick time is not considered hours worked for purposes of calculating overtime.

If you have any questions regarding this policy, please contact your local HR resource.

## **Family and Medical Leave**

You may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA") and/or the Vermont Parental and Family Leave Law ("VPFL"). This policy provides you with information concerning FMLA and/or VPFL entitlements and obligations you may have during such leaves. Whenever permitted by law, the Company will run FMLA leave concurrently with

VPFL, and any other leave provided under state or local law. If you have any questions concerning FMLA and/or VPFL leave, please contact your local HR resource.

## **I. Employees Eligible for FMLA and VPFL Leave**

The eligibility requirements under the FMLA and VPFL are set forth below. If you do not meet the eligibility requirements for FMLA leave, you may be eligible only for VPFL leave and vice-versa. If both laws are applicable, leave under both laws runs concurrently.

### **A. FMLA Eligibility**

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," you must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew employees.

### **B. VPFL Eligibility**

To be eligible for VPFL, you must: 1) have worked for the Company for an average of at least 30 hours a week for 12 consecutive months; **and** 2) be employed by an employer doing business in, or operating within, the state of Vermont, which, for parental leave purposes, employs 10 or more employees for an average of at least 30 hours per week for 12 consecutive months; and, for family leave purposes, employs 15 or more employees for an average of at least 30 hours per week for 12 consecutive months.

## **II. Entitlements**

As described below, the FMLA and VPFL provide you with a right to leave, health insurance benefits, and, with some limited exceptions, job restoration.

### **A. Basic FMLA and VPFL Leave Entitlement**

If eligible, the FMLA provides you up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. If eligible, the VPFL provides you with up to 12 weeks of unpaid leave within any 12-month period. The 12-month period for FMLA is determined on a calendar year basis.

You may take leave for any one, or for a combination, of the following reasons:

- To care for your child after birth, or placement for adoption (of a child 16 years of age or younger - VPFL) (or foster care - FMLA only) - leave for this purpose is considered Parental Leave under the VPFL;
- To care for your spouse (or domestic partner or party to a civil union VPFL only), child, or parent (parent-in-law - VPFL only) who has a serious health condition (FMLA only) or serious illness (VPFL only) - leave for this purpose is considered Family Leave under the VPFL;
- For your own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes you unable to perform one or

more of the essential functions of your job (FMLA only) or serious illness (VPFL only) - leave for this purpose is considered Family Leave under the VPFL; and/or

- Because of any qualifying exigency arising out of the fact that your spouse, child, or parent is a military member on covered active duty or called to covered active-duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country. (FMLA only)

If eligible, the VPFL also provides you with up to four (4) hours of unpaid leave in any 30-day period and not to exceed 24 hours in any 12-month period for participation in school activities or conferences, to accompany immediate family member to medical or professional services appointments to include routine or care and well-being, or to respond to a medical emergency involving family member (i.e., short-term family leave).

Under the FMLA, a serious health condition is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents you from performing the functions of your job or prevents your qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Under the VPFL, a serious illness is an accident, disease or physical or mental condition that poses imminent danger of death, requires inpatient care in a hospital or requires continuing in-home care under the direction of a physician.

Qualifying exigencies for FMLA leave may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

### **B. Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA only)**

In addition to the basic FMLA leave entitlement discussed above, if you are eligible and are the spouse, child, parent or next of kin of a covered servicemember, you are entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. You may only take FMLA leave to care for a servicemember during a single 12-month period and, when combined with other FMLA-qualifying leave, the leave may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day you take leave to care for the injured servicemember.

A "covered servicemember" is a current 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 on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces."

Covered servicemembers also include a veteran who is discharged or released from military service under conditions other than dishonorable at any time during the five-year period preceding the date you take FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

### **C. Intermittent Leave and Reduced Leave Schedules**

FMLA and/or VPFL leave usually will be taken for a period of consecutive days, weeks or months. However, you also may be entitled to take leave intermittently or on a reduced leave schedule when medically necessary due to your or your covered family member's serious health condition, or the serious injury or illness of a covered servicemember. Leave due to qualifying exigencies may also be taken on an intermittent or reduced schedule basis.

### **D. No Work While on Leave**

You may not take another job while on FMLA/VPFL or any other authorized leave of absence. This is grounds for immediate discharge, to the extent permitted by applicable law.

### **E. Protection of Group Health Insurance Benefits during Leave**

During FMLA/VPFL leave, you are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

### **F. Restoration of Employment and Benefits**

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, you generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify you if you qualify as a "key employee," if it intends to deny you reinstatement, and of your rights in such instances. A "key employee" is defined under the FMLA as the employee among the highest paid 10 percent of all employees who are employed within 75 miles of the worksite. Your use of FMLA leave will not result in the loss of any employment benefit that you accrued prior to the start of your FMLA leave.

As with FMLA leave, at the end of VPFL leave, subject to some exceptions including a variant of the FMLA "key employee" exception, you generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. Under the VPFL, your reinstatement may be denied if you performed unique services and hiring a permanent replacement during the leave, after giving reasonable notice to you of the intent to do so, was the only alternative available to the Company to prevent substantial and grievous economic injury.

### **G. Notice of Eligibility for, and Designation of, FMLA and VPFL Leave**

If you are requesting FMLA leave, you are entitled to receive written notice from the Company telling you whether you are eligible for FMLA leave and, if not eligible, the reasons why you are not eligible. When eligible for FMLA leave, you are entitled to receive written notice of: 1) your

rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against your leave entitlement.

The Company may retroactively designate leave as FMLA and/or VPFL leave with appropriate written notice given to you provided the Company's failure to designate leave as FMLA- or VPFL-qualifying at an earlier date did not cause you harm or injury. In all cases where leaves qualify for FMLA and/or VPFL protection, we can mutually agree that leave be retroactively designated as FMLA and/or VPFL leave.

### **III. Employee FMLA and/or VPFL Leave Obligations**

#### **A. Provide Notice of the Need for Leave**

If you wish to take FMLA and/or VPFL leave, you will need to notify the Company of your need for FMLA and/or VPFL leave in a timely manner. The following describes the content and timing of such employee notices.

##### **1. Content of Employee Notice**

To trigger FMLA and/or VPFL leave protections, you will need to inform your local HR resource of your need for FMLA/VPFL-qualifying leave and the anticipated timing and duration of the leave, if known. You may do this by either requesting FMLA and/or VPFL leave specifically or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA/VPFL-qualifying. For example, you might explain that:

- a condition renders you unable to perform the functions of your job or that you are under the continuing care of a health care provider;
- you are pregnant or have been hospitalized overnight;
- a covered family member (including your domestic partner, party to a civil union and parent-in-law under VPFL) is under the continuing care of a health care provider or a condition renders your family member unable to perform daily activities;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active-duty status to a foreign country (FMLA only); or
- your family member is a covered servicemember with a serious injury or illness (FMLA only).

Calling in "sick," without providing the reasons for the needed leave will not be considered sufficient notice for FMLA leave under this policy. You will need to respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If you do not explain the reasons for leave, your leave may be denied. When you seek leave due to FMLA/VPFL-qualifying reasons for which the Company has previously provided FMLA/VPFL-protected leave, you will need to specifically reference the qualifying reason for the leave or the need for FMLA and/or VPFL leave.



## **2. Timing of Employee Notice**

You will need to provide 30 days' advance notice of the need to take FMLA and/or VPFL leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, you will need to provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. If you do not give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA and/or VPFL notice obligations, your leave may be delayed or denied, to the extent permitted by applicable law.

With respect to short-term Family Leave, you will need to notify the Company as early as possible, but in no event later than seven (7) days before leave is expected to be taken except in cases of emergency. Please also provide reasonable notice of any intent to extend leave.

### **B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, you will need consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of your health care provider. You will need to consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits your needs and the needs of the Company, subject to the approval of your health care providers. If your notice of the need to take leave on an intermittent basis for planned medical treatment does not fulfill this obligation, the Company may ask you to attempt to make such arrangements, subject to the approval of your health care provider.

When you take intermittent or reduced work schedule leave for foreseeable planned medical treatment for yourself or your family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer you, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which you are qualified and which better accommodate recurring periods of leave, subject to applicable law.

When you seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, you will need to advise the Company of the reason why such leave is medically necessary. In such instances, we shall attempt to work out a leave schedule that meets your needs without unduly disrupting the Company's operations, subject to the approval of your health care provider.

### **C. Submit Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of leave sought, you may need to submit medical certifications supporting your need for FMLA/VPFL-qualifying leave. As described below, there generally are three types of medical certifications: an initial certification, a recertification **and** a return to work/fitness for duty certification.

It is your responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever we request you provide medical certifications, please provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite your diligent, good faith efforts. The Company will inform you if

submitted medical certifications are incomplete or insufficient and will provide you at least seven calendar days to cure deficiencies. If you do not cure deficiencies or otherwise do not submit requested medical certifications in a timely manner, your leave may be denied.

With your permission, subject to applicable law, the Company (through individuals other than your direct supervisor) may contact your health care provider to authenticate or clarify completed and sufficient medical certifications. If you choose not to provide us with authorization allowing us to clarify or authenticate the certification with your health care provider, your leave may be denied if the medical certification is unclear.

Whenever the Company deems it appropriate to do so, we may waive our right to receive timely, complete and/or sufficient medical certifications.

### **1. Initial Medical Certifications**

If you are requesting leave because of your or your family member's serious health condition, or to care for a covered servicemember, you will need to supply medical certification supporting the need for such leave from your health care provider or, if applicable, the health care provider of your covered family member or servicemember. If you provide at least 30 days' notice of medical leave, you should submit the medical certification before leave begins. You will need to submit a new initial medical certification on an annual basis for serious medical conditions lasting beyond a single leave year.

If we have reason to doubt initial medical certifications, we may ask you to obtain a second opinion at the Company's expense, subject to applicable law. If the opinions of the initial and second health care providers differ, the Company may, at its expense, ask you to obtain a third, final and binding certification from a health care provider designated or approved jointly by you and the Company.

### **2. Medical Recertifications**

Depending on the circumstances and duration of FMLA leave, subject to applicable law, the Company may ask you to provide recertification of medical conditions giving rise to the need for leave. The Company will notify you if recertification is required and will give you at least 15 calendar days to provide medical recertification.

### **3. Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, where permitted by law, if you are returning to work from leave that was taken because of your own serious health conditions that made you unable to perform your job, you will need to provide the Company medical certification confirming you are able to return to work and your to perform the essential functions of your position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until you provide a return to work/fitness for duty certification, subject to applicable law.

### **D. Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time you seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may ask you to provide: 1) a copy of the military member's active duty orders or other documentation

issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from you setting forth information concerning the nature of the qualifying exigency for which leave is requested. You should provide a copy of new active-duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active-duty status of the same or a different military member.

When you take leave to care for a covered servicemember with a serious injury or illness, the Company may ask you to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may ask that the certification you submit set forth additional information provided by you and/or the covered servicemember confirming entitlement to such leave.

#### **E. Substitute Paid Leave for Unpaid FMLA and VPFL Leave**

Under the FMLA, you may use any accrued paid time while taking unpaid FMLA leave. Under the VPFL, you may elect to use up to six weeks of accrued paid time off. The substitution of paid time for unpaid FMLA and/or VPFL leave time does not extend the length of FMLA and/or VPFL leaves, and the paid time will run concurrently with your FMLA and/or VPFL entitlement.

During the leave, you may be eligible for compensation, such as temporary disability benefits, or workers' compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA/VPFL leave entitlement.

Upon request, you may use accrued paid time to supplement any paid disability benefits and workers' compensation benefits.

#### **F. Pay Employee's Share of Health Insurance Premiums**

During FMLA/VPFL leave, you are entitled to continued group health plan coverage under the same conditions as if you had continued to work. Unless we notify you of other arrangements, whenever you are receiving pay from the Company during leave, we will deduct your portion of the group health plan premium from your paycheck in the same manner as if you were actively working. If leave is unpaid, you will need to make arrangements to pay your portion of the group health premium.

#### **IV. Coordination of FMLA/VPFL Leave with Other Leave Policies**

The FMLA and VPFL do not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law ~~##collectivebargain##~~ that provides greater family or medical leave rights. However, whenever permissible by law, we will run FMLA leave concurrently with VPFL, and any other leave provided under state or local law. If you need additional information concerning leave entitlements and obligations that might arise when FMLA/VPFL leave is either not available or exhausted, please consult our other leave policies in this handbook or contact your local HR resource.

## **V. Questions and/or Complaints about FMLA/VPFL Leave**

If you have questions regarding this FMLA/VPFL policy, please contact your local HR resource. We are committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/VPFL.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against you for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If you believe your rights have been violated, please contact your local HR resource immediately. We will investigate any complaints and take prompt and appropriate remedial action to address and/or remedy any violation. You also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

**Vermont Family and Medical Leave Policy** (*If the Federal Family and Medical Leave Act does not apply.*)

You may be entitled to a leave of absence under the Vermont Family and Medical Leave Act (VT FMLA). This policy provides you with information concerning your rights and obligations regarding VT FMLA leave. If you have any questions concerning VT FMLA leave, please contact your local HR resource

### **I. Eligibility**

VT FMLA leave is available you if you 1) have worked for the Company in Vermont for an average of at least 30 hours a week for 12 consecutive months; and 2) are employed by an employer doing business in, or operating within, the state of Vermont which, (a) for parental leave purposes, employs 10 or more employees for an average of at least 30 hours per week for 12 consecutive months; and, (b) for family leave purposes, employs 15 or more employees for an average of at least 30 hours per week for 12 consecutive months.

When you request VT FMLA leave, or when we learn that your leave may be for a VT FMLA-qualifying reason, we will notify you as soon as possible whether you are eligible to take VT FMLA leave, as explained below.

### **II. Leave Entitlement**

The VT FMLA generally provides you, if eligible, with a right to leave, health insurance benefits and job restoration.

#### **A. Basic Leave Entitlement**

The VT FMLA provides you with:

- up to 12 weeks of unpaid leave within any 12-month period to care for your child after birth, for pregnancy related disabilities or for placement for adoption (of a child 16 years of age or younger) - leave for this purpose is considered Parental Leave under the VFLA;
- up to 12 weeks of unpaid leave within any 12-month period to care for your family member who has a serious illness - leave for this purpose is considered Family Leave under the VFLA

- up to 12 weeks of unpaid leave within any 12-month period due to your own serious illness - leave for this purpose is considered Family Leave under the VFLA; and
- up to four (4) hours of unpaid leave in any 30-day period and not to exceed 24 hours in any 12-month period for participation in school activities or conferences, to accompany immediate family member(s) to medical or professional services appointments to include routine or care and well-being, or to respond to a medical emergency involving family member(s). Leave for this purpose is considered Short-Term Family Leave.

For purposes of VT FMLA leave, family member includes your child, stepchild or ward who lives with you, foster child, parent, your spouse or parent of your spouse. Spouse includes your civil union partner.

For purposes of VT FMLA leave, serious illness is defined as an accident, disease or physical or mental condition that poses imminent threat of death; requires inpatient care in a hospital; or requires continuing in-home care under direction of a physician.

For adoption, leave may be taken any time within one (1) year of the initial placement of the child with you. Short-term family leave must be taken in a minimum of two (2) hour increments. Your use of short-term family leave is counted separately from your use of parental or family leave.

#### **B. Protection of Group Health Insurance Benefits**

During VT FMLA leave, you are entitled to receive group health plan coverage on the same terms and conditions as if you had continued to work.

#### **C. Restoration of Employment and Benefits**

At the end of VT FMLA leave, you generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms subject to applicable exceptions. For example, we are not required to offer reinstatement if you performed unique services and hiring a permanent replacement during the leave after giving you reasonable notice of intent to do so was the only alternative available to the Company to prevent substantial and grievous economic injury.

Use of VT FMLA leave will not result in the loss of any employment benefit that you accrued prior to the start of leave.

### **III. Employee VT FMLA Leave Obligations**

#### **A. Employees Must Provide Notice of the Need for Leave**

If you take VT FMLA leave, you will need to notify your local HR resource of your need for VT FMLA leave in a timely manner. Your notice shall include the date the leave is expected to commence and the estimated duration of the leave. Please provide six-weeks' notice for birth or adoption.

#### **B. Employees Must Submit Medical Certifications.**

It is your responsibility to provide us with timely, complete and sufficient medical certifications. You generally will need to provide requested certifications within 15 calendar days, unless it is not practicable to do so despite your diligent, good faith efforts. We shall inform you if your

submitted medical certifications are incomplete or insufficient and will provide you at least seven (7) calendar days to cure deficiencies. Your VT FMLA leave may be denied if you do not submit requested medical certifications or do not cure deficiencies in a reasonable amount of time.

Subject to applicable law, with your authorization, we (through individuals other than your direct supervisor) may contact your health care provider to authenticate or clarify a medical certification. If you choose not to provide us with such authorization, your VT FMLA leave may be denied.

If you are returning to work from a VT FMLA leave due to your own serious illness, you will need to provide us with a fitness for duty certification confirming you are able to return to work and describing any work We may delay and/or deny job restoration until you provide a fitness for duty certification.

### **C. Employees May Substitute Paid Leave for Unpaid VT FMLA Leave**

You may elect to "substitute" up to six (6) weeks of accrued paid time off (vacation, sick days, etc.) for unpaid VT FMLA leave, but are not required to do so. Your decision to decline substitution of paid leave for unpaid VT FMLA leave time does not extend the length of the VT FMLA leave. In addition, the substitution of paid time for unpaid VT FMLA leave time does not extend the length of leave and the paid time will run concurrently with your leave entitlement.

If you take leaves of absence in connection with a disability leave plan or workers' compensation injury/illness, they shall run concurrently with any VT FMLA leave entitlement.

### **D. Pay Employee's Share of Health Insurance Premiums**

During VT FMLA leave, you are entitled to continued group health plan coverage under the same conditions as if you had continued to work. Normally, we will deduct your portion of the group health plan premium from your paycheck as if you were actively working. If VT FMLA leave is unpaid, you will need to make arrangements to pay your portion of the group health premium.

If your premium payment is more than 30 days late, we no longer have an obligation to maintain healthcare coverage. If your payment is more than 15 days late, we will send a letter notifying you that coverage will be dropped on a specified date unless the co-payment is received before that date.

If you do not return to work within 30 calendar days at the end of the leave period (unless related to circumstances beyond your control), you will need to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during your unpaid VT FMLA leave.

### **E. Employees Must Report Periodically Concerning Intent to Return to Work.**

You will need to contact your local HR resource periodically regarding your status and intention to return to work at the end of the VT FMLA leave period. If your anticipated return to work date changes and it becomes necessary for you to take more or less leave than originally anticipated, you will need provide us with notice within 2 business days of the changed circumstances and new return to work date. If you give us notice of your intent not to return to work, we no longer are required to maintain health benefits or to restore you to your job.

#### **IV. Questions and/or Complaints about VT FMLA Leave**

If you have questions regarding this policy, please contact your local HR resource. We are committed to complying with the VT FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the VT FMLA.

#### **School Attendance Leave**

If you are an employee and are a parent or guardian of school-age children, we will provide you with up to four (4) hours of unpaid leave during any 30-day period and up to 24 hours of unpaid leave in a 12-month period to:

- participate in activities at your children's school directly related to academic educational advancement;
- attend to or accompany your child to routine medical or dental appointments;
- accompany your parent, spouse or parent-in-law to other appointments for professional services related to their care and well-being; and
- respond to a medical emergency involving your child, parent, spouse or parent-in-law.

You will need to take leave in a minimum of two-(2)-hour segments. Please provide at least seven (7) days' advance notice and make a reasonable effort to schedule such appointments outside of regular work hours. You will need to first use accrued paid time off for this purpose.