



FAMILY AND MEDICAL LEAVE ACT (FMLA) ASM Global - DENVER

ASM Global complies with the Family and Medical Leave Act (FMLA) along with other state and local laws. The function of this policy is to provide Team Members with a general description of their 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.

General Provisions

Under this policy, ASM Global will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible Team Members. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

Definitions

- “Active or call to active duty” means duty under a call or order to active duty (or notification of impending call or order to active duty) to a foreign country in support of a contingency operation as either a member of the reserve components, or retired member of the Armed Forces or Reserve; or for members of the regular Armed Forces, deployment to a foreign country.
- “Covered Military Member” means the Team Member’s spouse, son, daughter or parent on active duty or call to active duty status.
- “Covered Service Member” means 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.
- “Continuing Treatment” includes any one or more of the following:
 - a. 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.



- Treatment by a health care provider two (2) or more times within 30 days of the first incapacity; or
 - Treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of a health care provider.
- b. A period of incapacity due to pregnancy or prenatal care;
- c. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective; or
- d. Any period of absence to receive multiple treatments by health care provider.
- “FMLA Leave” means leave that qualifies under the Family and Medical Leave Act of 1993, as amended by the National Defense Authorization Act of 2008.
 - “Inpatient Care” means an overnight stay in a hospital, hospice, or residential medical care facility, including a period of incapacity or any subsequent treatment in connection with the inpatient care.
 - “Qualifying Exigency” means one of more of the following:
 - a) Short-notice deployment – to address any issues that may arise due to the fact that Covered Military Member received notice of the deployment seven (7) or less calendar days prior to the date of deployment;
 - b) Military events and related activities – to attend any official ceremony program, or event sponsored by the military that is related to the Covered Military Member’s active duty; or to attend family support or assistance programs and informational briefings sponsored by the military;
 - c) Child care and school activities – to arrange for alternative childcare; to provide childcare on an urgent or immediate bases; to enroll or transfer a child to a new school; and to attend meetings with school staff that are necessary by the Covered Military Member’s active duty or call to active duty;



- d) Financial and legal arrangements – to make or update financial or legal arrangements related to the Covered Military Member’s absence while on active duty; and to act as the Covered Military Member’s representative with regard to obtaining, arranging, or appealing military benefits;
 - e) Counseling – to attend counseling sessions related to the Covered Military deployment or active duty status;
 - f) Rest and recuperation – to spend up to five (5) days with a Covered Military Member who is on short-term, temporary rest and recuperation leave;
 - g) Post-deployment activities – to attend ceremonies and reintegration briefings for a period of 90 days following the termination of the Covered Military Member’s active duty status; and to address issues arising from the death of a Covered Military Member;
 - h) Parental Care – covered care activities as provided under the FMLA for the parent of the military member who is incapable of self-care; and/or
 - i) Other activities that the Company and Team Member agree qualify as an exigency.
- “Leave Year” means the 12-month period measured backward from the date each Team Member’s leave commenced.
 - “Serious Health Condition” means an illness, injury, impairment or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider.
 - “Serious Injury or Illness” in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness incurred by the member in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating.



Eligibility

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

- Team Member has been employed by the company for at least 12 months;
- Team Member has worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the requested leave; and
- Employed at a worksite with at least 50 Team Members within 75 miles of that worksite.

Type of Leave Covered

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

- The birth of a child and in order to care for that child;
- The placement of a child for adoption or foster care and to care for the newly placed child;
- A serious health condition of a qualifying family member, *i.e.* spouse, son, daughter, or parent of the Team Member, if the Team Member is needed to care for such a family member;
- A serious health condition of the Team Member that makes the Team Member unable to perform the essential functions of their job; or
- Any “qualifying exigency” arising out of the fact that a Team Member’s spouse, parent, son or daughter is on covered active duty or has been called to covered active duty status or has been notified of an impending call or order to covered active duty.

An eligible Team Member is entitled to a total of 26-weeks of unpaid leave during a single 12- month period to care for a parent, son, daughter, spouse, or next of kin who is a Covered Service member, regardless of whether the Team Member has taken leave for another FMLA qualifying reason in the past 12-months. This military caregiver leave also extends to an eligible Team Member who is the spouse, son, daughter, parent or next of kin of a covered veteran with a serious injury or illness, as defined by the FMLA. Any leave taken under one or more of these circumstances will be counted against the Team Member’s total entitlement to FMLA leave for that Leave Year.



Paid Benefit Coordination with FMLA

FMLA leave under this policy is generally unpaid leave. If however, the Team Member is eligible for any paid leave under any other benefit programs such as accrued vacation, unused sick or personal days the Team Member will be required to exhaust the paid leave upon commencement of, and concurrently with FMLA leave (unless the Team Member's own serious health condition has caused the leave and the Team Member is receiving workers' compensation benefits). Paid leave will run concurrently with and be counted toward the Team Member's total 12-week or 26- week period of FMLA leave.

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 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.

Under current company policy, the Team Member pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the Team Member's share of the premium. While on unpaid leave, the Team Member must continue to make this payment, either in person or by mail. The payment must be received in the Accounting Department by the 15th day of each month. If the payment is more than 30 days late, the Team Member's health care coverage may be dropped for the duration of the leave. If the Team Member contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the Team Member is on paid leave. While the Team Member is on unpaid leave, the Team Member may request continuation of such benefits and pay their 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. Other employment benefits such as vacation, sick, personal, or holidays will not continue to accrue during a leave FMLA, but accrual will resume upon return from a leave.



Intermittent or Reduced Scheduled Leave

FMLA leave may be taken intermittently or on a reduced work schedule basis. Every Team Member is obligated to make a reasonable effort to schedule medical treatment so as not to unduly interrupt company operations. Any Team Member who needs an intermittent or reduce schedule should contact their local Human Resources Department. In addition, the Team Member will be required to supply ASM Global with the proper medical certification regarding the need for such intermitted or reduce schedule leave. The Team Member and the company will make every effort to work out a schedule that meets the Team Member and the company's business needs without disrupting company operations.

Team Member Notice Requirements

Team Members must give their Supervisor thirty (30) days advance notice of the need to take FMLA leave when it is foreseeable. When it is not practicable to provide such advance notice, such notice must be given as soon as possible.

Notice should be given either in person or by telephone when medical emergencies are involved and may be given by the Team Member's spouse or other family member, in the event the Team Member is not able to do so.

Medical Certification

Medical certification is required from a health care provider confirming that a Team Member's serious health condition prevents them from performing their duties, or the illness of a family member necessitates leave. Medical certification must be provided in a timely manner, not to exceed fifteen (15) days. If ASM Global has reason to doubt the validity of the certification, the company can require that a second and third opinion be obtained from a company-designated physician, at the company's expense. Application and/or medical certification forms can be obtained from the Team Member's Human Resources Business Partner.

During FMLA leave, ASM Global may request that the Team Member provide recertification of a serious health condition at intervals in accordance with the FMLA. In addition, during FMLA leave, the Team Member must provide ASM Global with periodic reports regarding the Team Member's status and intent to return to work.



If the Team Member's anticipated return to work date changes and it becomes necessary for the Team Member to take more or less leave than originally anticipated, the Team Member must provide ASM Global with reasonable notice (i.e., within 2 business days) of the Team Member's changed circumstances and new return to work date. If the Team Member gives ASM Global notice of the Team Member's intent not to return to work, the Team Member will be considered to have voluntarily resigned.

FMLA leave or return to work may be delayed or denied if the appropriate documentation is not provided in a timely manner. Also, a failure to provide requested documentation of the reason for an absence from work may lead to termination of employment.

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.

Certification for Serious Injury/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.

Return to Work

A Team Member returning from FMLA leave will be reinstated in their former position or in a position substantially equivalent in status and pay. Upon return to work, appropriate adjustments will be made to the Team Member's company seniority date and merit increase percentage opportunity.

If a Team Member elects not to return to work upon completion of an approved FMLA leave, and no other approved absence is available to the Team Member, they will be considered to have resigned employment, effective the last day of the approved leave. In this case, ASM Global may recover from the Team



Member the cost of any premium paid to maintain the Team Member's coverage.

HIPAA Medical Privacy

ASM Global is committed to protecting the privacy and confidentiality of protected health information (PHI) whenever it is used by company representatives. The private and confidential use of such information will be the responsibility of all individuals with job duties requiring accessing or receiving PHI in the course of their jobs.

HIPAA regulations will be followed in administrative activities undertaken by assigned personnel when they involve PHI in any of the following circumstances: health information privacy, health information security, and health information electronic transmission.

PHI refers to individually identifiable health information received by the company's group health plans and/or received by a health care provider, health plan or health care that relates to past and present health of an individual or for payment of health care claims. PHI information includes medical conditions, health status, claims experience, medical histories, physical examinations, genetic information and evidence of disability.

ASM Global will consider any breaches in privacy and confidentiality of handling PHI to be serious and disciplinary action will be taken with our code of conduct.

FAMLI Benefit Coordination with FMLA

Beginning on January 1, 2024, Team Members may be eligible to receive family and medical leave benefits for covered circumstances under the Colorado FAMLI Act. If FAMLI leave is used for a reason that also qualifies as leave under the federal FMLA, then the FAMLI leave will also count as FMLA leave used. Team Members may choose to use sick leave or other paid time off before using FAMLI benefits, but they are not required to do so. ASM Global and Team Members may also mutually agree to supplement FAMLI benefits with sick leave or other paid time off in order to provide a full wage replacement. Team Members cannot, however, receive more in compensation than their average weekly wage.

Human Resources Department

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