

# ENDEAVOR

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**Programs and Leaves**

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2017

## *EMPLOYEE BENEFIT PROGRAMS*

### **A. INTRODUCTION**

Full-time employees become eligible for benefits as provided in this Handbook. Group health and other insurance benefits, and the eligibility therefore, are governed by applicable law and plan documents. The administrators of the respective benefit plans reserve the right to exercise their discretion to determine eligibility under the plans, to interpret the plan documents and to administer the plans. The plan documents and summary plan descriptions are available for employee review. Nothing in this Handbook is intended to

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amend or modify any summary plan description or any benefit plan. Any inconsistencies between the plan documents and this Handbook are resolved by reference to the plan documents as interpreted by the plan administrators. The Company reserves the right to eliminate or modify the benefits offered to employees at any time, and to change or increase the cost to employees for benefit premiums. The Company's right to eliminate or modify these benefits, or the costs to the employee of these benefits, is not limited by an employee's length of service, or by an employee's reliance on the availability of these benefits in deciding whether to accept, continue or retire from employment with the Company.

## **B. GROUP HEALTH INSURANCE BENEFITS**

Full-time employees may participate in the Company's group medical plan, dental plan and life insurance plans in accordance with the terms of those plans. A full-time non-exempt and exempt employee shall become eligible for group insurance on the first day of the month following date of hire. Dependents may also be covered under the plan. Dependents are defined by the applicable plan documents. More details about the Group Health Insurance Benefits are explained in special booklets available from Human Resources.

## **C. HOLIDAYS**

The Company will observe certain paid holidays during the year, pursuant to a schedule usually published each January. The holiday schedule for each year is established on a yearly basis. Therefore, the individual holiday dates observed may change from year to year.

Only full-time employees are eligible for paid holidays. To be eligible for holiday pay, you must be on active status at work or on approved paid leave, such as vacation, for a full eight hours on the scheduled work day before and after such holiday. An employee on unpaid leave of absence is not eligible for holiday pay. If there is a holiday during an employee's vacation, the employee will receive holiday pay and such time will not be charged to the employee's vacation.

Exempt employees who work on a holiday are not entitled to additional pay.

## **D. SICK LEAVE**

Full-time employees are eligible for sick leave benefits and will be provided with details on their specific plans.

Any employee returning from sick leave may be required to furnish a doctor's certificate to Human Resources verifying eligibility to return to work.

When disability benefits are paid under the Worker's Compensation Act for lost time resulting from injury or sickness related to an employee's job, the amount of Worker's Compensation, plus paid sick leave, will not exceed the employee's regular base rate of pay.

When State Disability Benefits are paid under the State Disability Insurance Act for lost time because of injury or sickness not related to the employee's job, state law provides that the weekly state benefits plus sick leave benefits may not exceed the employee's average earnings. Therefore, when an employee is eligible for such state benefits, the total of the Company's sick leave benefits may not exceed his or her base salary, minus the state benefits for which he or she is eligible.

Sick leave is limited to personal illness or injury or medical condition or for visits by the employee to his or her healthcare provider, except as set forth below. An employee may use paid sick leave for medical or worker's compensation leave, and pregnancy disability leave. Sick leave may not be used as vacation days.

An employee may use up to one-half of his or her yearly paid sick leave for the purpose of attending to the illness of a child, parent, spouse or domestic partner. For purposes of this sick leave use, a child is defined as a biological, foster or adopted child, stepchild or legal ward, or someone you have accepted responsibility for raising, even if he or she is not your legal child. A parent is defined as your biological, foster or adoptive parent, stepparent or legal guardian. A spouse is defined as your legal spouse under state law. A domestic partner is defined as your legal domestic partner under state law. All restrictions placed upon the use of paid sick leave apply to use of sick leave to attend to the illness of a child, parent, spouse or domestic partner.

When the need for sick leave is foreseeable, an employee must personally give the employee's supervisor and Human Resources as much advance notice as possible of the need to take sick leave. When the need for sick leave is not foreseeable, and except as otherwise required by law, an employee must personally give his or her supervisor and Human Resources notice of the need to take sick leave immediately and, unless impossible, such notice shall be given before the start of the employee's scheduled work day, and prior to the start of each additional work day thereafter that the employee is absent.

The Company reserves the right to request verification for any absence due to illness or disability from a licensed healthcare provider. Sick leave pay may be withheld if the Company does not receive satisfactory verification.

An employee who is absent from work and who, without justification acceptable to the Company, fails to communicate with a supervisor or Human Resources about the absence for three consecutive days, is considered to have voluntarily terminated his or her employment.

Unless required by applicable state law, sick leave must be used in the year in which it is earned and does not carry over from year-to-year. Employees will not be paid for unused sick leave upon termination of employment.

## **E. VACATION**

Full-time employees are eligible for vacation time benefits and will be provided with details on their specific plans under separate cover.

## **F. VOLUNTEERING**

The Company values community service. To further contribute to our communities and those in need, all full-time employees are allowed up to three paid volunteer days (8 hours per day) each calendar year. If an employee volunteers at the direction or control of Endeavor, the time spent doing those activities does not count against his/her three personal days of allotted volunteer time. Volunteer time should be spent with not-for-profit entities, whether registered 501(c)(3) organizations or otherwise. Employees must provide advanced notice and seek advance approval from their manager before taking a volunteer day. Managers will attempt to approve the volunteer day on the day requested, so long as it does not interfere with business needs. Employees are personally responsible for any expenses incurred in taking the optional paid volunteer days.

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## **G. BEREAVEMENT**

Regular full-time and regular part-time employees are eligible for bereavement.

Employees who need to take time off due to the death of an immediate family member should notify their supervisor and Human Resources immediately. We will make every reasonable effort to accommodate employees based upon their individual circumstances. The Company defines “immediate family member” as the employee’s spouse or domestic partner, parent, child or sibling; the employee’s spouse’s or domestic partner’s parent, child or sibling; the employee’s child’s spouse; and the employee’s grandparents or grandchildren. Special consideration will also be given to any other person whose association with the employee is similar to any of the above relationships.

While on bereavement, you will be paid your regular rate of pay for each scheduled workday missed, up to a maximum of three days. You may be required to furnish satisfactory evidence to support the time off.

## **H. RETIREMENT BENEFITS – PROFIT SHARING & 401(K) PLAN**

The company offers both a Profit sharing and 401(k) feature in the interest of helping employees save for retirement. Prudential is the provider for the Plan.

401(k) - Employees become eligible for the 401(k) after 3 consecutive months of service. Those who choose to enroll can contribute from 1% to 80% of their bi-monthly pay, with the total annual contribution not to exceed the maximum as set by the IRS. The contributions can be designated as Traditional (tax-deferred), Roth, or a combination of both.

There is both an automatic enrollment feature and an automatic acceleration feature built into the 401(k). Those who do not designate a certain contribution percentage, and who do not opt out of the 401(k), will be automatically enrolled at 4%. Furthermore, the percentage will increase annually by 1% on each July 1st, up to a maximum total contribution percentage of 10%. You may opt out of either or both, or change your contribution percentage at essentially any time, by contacting Prudential via phone or website – contact info below.

Profit Sharing - Employees essentially become eligible for Profit Sharing on the Entry Date following their second anniversary with the Company, subject to them satisfying the hours worked criteria of 1,000 hours per year. Enrollment is automatic for all eligible employees. Contributions are discretionary, and may vary by plan year.

Those eligible participants who continue to satisfy the hours worked criteria, and are employed by the Company on the last calendar day of the year, are eligible for a discretionary profit sharing contribution. Any contributions made are immediately and fully vested, and are typically deposited into the participants’ retirement account around the end of the 2nd quarter following the respective plan year.

More details about the Profit Sharing & 401(k) Plan are explained in the WME IMG Profit Sharing and 401(k) Plan Summary Description, which can be obtained from Human Resources.

## **CONTACT INFO FOR PRUDENTIAL:**

Web Site: [www.prudential.com/online/retirement](http://www.prudential.com/online/retirement)

Phone #: **1-877-778-2100**

*[Prudential Participant Service Representatives can be reached Monday through Friday from 8:30 a.m. to 8:00 p.m. EST.]*

## **LEAVES OF ABSENCE**

### **A. FAMILY AND MEDICAL LEAVE**

You should notify Human Resources, in writing if possible, as soon as you become aware that you may need a leave of absence for any reason. The Company will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, the Company refers to these types of leaves collectively as “FMLA Leave.” No greater or lesser leave benefits will be granted than those set forth in such state or federal laws. Employees will be eligible for the most generous benefits available under applicable law, so that if your state provides different and better benefits than federal law, then that state’s law will be applied.

You will be notified whether your leave request is granted or denied. If you are granted leave, you must comply with the terms and conditions of the leave. You must also provide prompt notice to the Company of any change(s) to your return to work date. Accepting other employment, continuing to work in another job, or filing for unemployment insurance benefits while on leave may be treated as a voluntary resignation from employment. Misuse of a leave is also prohibited. Misuse of leave includes not returning to work from a leave when the reason the leave was granted no longer exists, or using leave for a purpose for which it was not granted. For instance, if an employee is granted leave for 2 weeks to take care of an ill family member, but the employee goes on vacation, or after 1 week the family member is no longer ill and the employee fails to return to work, the employee has misused the leave.

The Company may postpone or proceed with any counseling, performance review or disciplinary action, including discharge, that was contemplated prior to any employee’s request for, or receipt of, a leave of absence, or that has come to the Company’s attention during the leave. If any action is postponed during the leave of absence, the Company reserves the right to proceed with the action upon the employee’s return. Requesting or receiving a leave of absence in no way relieves employees of their obligation while on the job to perform their job responsibilities capably and up to the Company’s expectations, and to observe all of the Company’s policies, rules and procedures.

### **1. EMPLOYEE ELIGIBILITY**

To be eligible for federal FMLA Leave benefits, you must: (a) have worked for the Company for a total of at least 12 months; (b) have worked for the Company at least 1,250 hours over the previous 12 months as of the start of the leave; and (c) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

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## 2. REASONS FOR LEAVE

Because an employee's rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA Leave may be used for one of the following reasons:

- the birth, adoption, or foster care of an employee's child and to care for that child within 12 months following birth or placement of the child ("Bonding Leave");
- to care for the employee's spouse, son, daughter, or parent with a serious health condition ("Family Care Leave");
- an employee's inability to perform one or more of the essential functions of the employee's job because of a serious health condition ("Serious Health Condition Leave");
- a qualifying exigency arising out of the fact that an employee's spouse, son, daughter, or parent is a military member on covered active duty or call 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 a contingency operation or Regular Armed Forces for deployment to a foreign country ("Military Emergency Leave"). Qualifying exigencies 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; or
- to care for a spouse, son, daughter, parent or next of kin, who is: (a) a current Armed Forces member (including the military reserves and National Guard) undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list—with a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties; or (b) a veteran of the Armed Forces (including members of the National Guard or Reserves) who, during the 5 years prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, was discharged or released therefrom under conditions other than dishonorable, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness incurred or aggravated in the line of duty while on active duty ("Military Caregiver Leave").

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 the employee from performing the functions of the employee's job, or prevents the 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 3 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.

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of a "serious health condition" applicable to Family Care Leave and Serious Health Condition Leave.

### 3. LENGTH OF LEAVE

The maximum amount of FMLA Leave will be 12 workweeks in a 12-month period when the leave is taken for: (a) Bonding Leave; (b) Family Care Leave; (c) Serious Health Condition Leave; and/or (d) Military Emergency Leave. The 12-month period is determined on a rolling period basis, looking backward from the date an employee uses any FMLA leave.

The maximum amount of FMLA Leave will be 26 workweeks in a 12-month period when the leave is taken for Military Caregiver Leave. The 12-month period for purposes of Military Caregiver Leave begins on the date of your first use of Military Caregiver Leave. Successive 12-month periods commence on the date of your first use of such leave after the preceding 12-month period has ended.

Under some circumstances, you may take FMLA Leave intermittently, or by reducing your normal weekly or daily work schedule, when medically necessary and otherwise in accordance with applicable law.

### 4. NOTICE AND CERTIFICATION REQUIREMENTS

- Bonding, Family Care, Serious Health Condition, and Military Caregiver Leave Requirements

Employees are required to provide:

- when the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this should be the same day the employee becomes aware of the need for leave or the next business day);
- when the need for leave is not foreseeable, notice within the time prescribed by the Company's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- when the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days;
- periodic recertification (upon request); and
- periodic reports during the leave.

Employees must provide sufficient information for the Company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for Military Emergency or Military Caregiver leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Certification forms are available by contacting Human Resources. At the Company's expense, the Company may also require a second or third medical opinion regarding your own serious health condition. Employees are expected to cooperate with the Company in obtaining additional medical opinions that the Company may require.

When leave is for planned medical treatment, you must try to schedule treatment so as not to unduly disrupt the Company's operation.

- Military Emergency Leave Requirements

Employees are required to provide:

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- as much advance notice as is practicable under the circumstances;
- a copy of the covered military member's active duty orders or other documentation issued by the military indicating that the military member is on covered active duty or call to active duty status and the dates of such service when the employee requests leave; and
- a completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available by contacting Human Resources.

Regardless of the type of FMLA leave at issue, covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for ineligibility.

Covered employers must also inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

## *5. FAILURE TO PROVIDE CERTIFICATION AND TO RETURN FROM LEAVE*

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the requested leave. If you fail to return to work at your leave's expiration and have not obtained an extension of the leave, the Company may presume that you do not plan to return to work and have voluntarily terminated your employment. However, extensions to the FMLA Leave period may be granted when the leave is necessitated by an employee's work-related injury/illness, or by a "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law, or by pregnancy/childbirth in some states and localities, or as otherwise required by applicable law. Certain restrictions on these benefits may apply. As soon as you or you and your treating medical practitioner conclude that you will be unable to return to work upon the expiration of your FMLA Leave eligibility, you must contact Human Resources.

## *6. COMPENSATION DURING LEAVE*

FMLA leaves are generally unpaid. However, an employee who is on a Bonding Leave, Family Care Leave, Serious Health Condition Leave, Military Emergency Leave and/or Military Caregiver Leave, may be paid during such a leave based on non-exempt and exempt status. Such employees are eligible for the equivalent of 4 weeks of pay for non-exempt status and 6 weeks of pay for exempt status. These payments will be coordinated with state disability plans or short term disability insurance if applicable. Non-exempt employees may elect to use accrued vacation and/or up to 5 days of accrued sick leave per calendar year, and exempt employees may elect to use up to 5 days of sick leave, prior to or after taking this Company-provided paid leave time, or to supplement short term disability pay received during FMLA leave. All such payments will be integrated so that employees will receive no more than their regular compensation during the leave period. The use of paid leave beyond the expiration of the Bonding Leave, Family Care Leave, Serious Health Condition Leave, Military Emergency Leave and/or Military Caregiver Leave does not serve to extend the length of that Leave.

## *7. BENEFITS DURING LEAVE*

If you are eligible, the Company will continue making contributions for your group health benefits, including voluntary non-medical benefits if applicable, during your FMLA leave on the same terms as if you had continued to work. This means that if you want your group health benefits coverage (and any voluntary non-medical benefits to continue during your leave), you must also continue to pay the insurance premiums and any other required payments that you pay through payroll deductions. Voluntary non-medical benefits include group life insurance, group disability insurance and other group non-health benefits you may have elected. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with these benefits for a 12 workweek period, unless longer periods of benefits maintenance are required pursuant to applicable law. Employees taking Military Caregiver Leave may be eligible to receive these benefits for up to a maximum of 26 workweeks.

If the Company pays any portion of your share of premiums for any benefits during FMLA leave, you must reimburse the Company, regardless of whether you return to work. To the extent permitted by law, if you fail to return to work at the conclusion of your FMLA leave, the Company may seek to recover our share of health insurance premiums that it paid during any unpaid FMLA leave. With limited exception, you will not be considered to have returned to work until you have returned to work for at least thirty (30) calendar days.

Your length of service as of the commencement of the leave will remain intact, but accrued benefits such as vacation and sick leave, if applicable, will not accrue while on an unpaid FMLA Leave.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

## **8. JOB REINSTATEMENT**

Under most circumstances, you will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not gone on leave, or if your position has been eliminated during the leave, then you will not be entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider certifying that the employee can perform the essential functions of the job with or without reasonable accommodation(s) as those essential functions relate to the employee's serious health condition.

For an employee on intermittent FMLA leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took the intermittent leave.

"Key employees," as defined by law, may be subject to reinstatement limitations in some circumstances. If you are a "key employee," you will be notified of the possible limitations on reinstatement at the time you request a leave.

## **9. UNLAWFUL ACTS BY EMPLOYERS**

FMLA makes it unlawful for any employer to:

- Interfere with, restrain or deny the exercise of any right provided under FMLA;

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- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

## *10. ENFORCEMENT*

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

## **B. COMPANY LEAVE OF ABSENCE**

Employees who are not eligible for leave under the Family and Medical Leave Policy may be eligible for a two (2) week paid leave of absence. Such leave may be granted, subject to management approval and as required by law, for up to two (2) weeks for an employee's own medical condition or for personal reasons. Exceptions to the two-week maximum leave period will be made for employees with disabilities who have requested additional leave as a reasonable accommodation, to the extent required by law. Such requests will be handled on a case-by-case basis.

Whenever possible, employees must provide at least thirty (30) days advance notice, to their supervisor and the Human Resources Department of their need for a leave. In case of an unforeseen circumstance in which thirty (30) days advance notice is not practical, the employee must provide as much advance notice as possible. Employees are required to update their supervisors, and Human Resources, in a timely manner, of their status while on leave.

Where an employee seeks Company Leave for his or her own medical condition, the employee must submit a written certification from his or her health care provider supporting the need for a medical leave of absence, although the employee is not required to provide the Company with a diagnosis or any "medical facts" about his or her medical condition. The certification also must include the employee's estimated return-to-work date.

Employees may use any accrued vacation during any Company leave. Additionally, if the Company leave is for a reason covered under the California Paid Sick Leave Law, employees may use available Personal Time/California Paid Sick Time (regular full-time employees only), or California Paid Sick Time (all employees except regular full-time employees) during any otherwise unpaid Company leave. Employees also may be eligible for state disability or workers' compensation benefits during all or part of Company Leave. If the employee is receiving disability or workers' compensation benefits during the Company Leave, then the employee will not be required to use vacation, personal time, or California Paid Sick Time during that time, but may elect to do so, although s/he may not receive more than an amount equal to 100% of salary from a combination of paid time off and disability or workers' compensation benefits.

Group insurance benefits ordinarily provided by the Company, and for which the employee is otherwise eligible and enrolled, will continue for up to 30 days while the employee is on an approved leave. The employee will continue to be responsible for the employee's portion of the premium. During periods of leave when the employee is not receiving any compensation from the Company, the employee will need to make timely benefits payments to Human Resources. If payment is not timely made, coverage may be

discontinued, and COBRA will be offered, if applicable. If COBRA applies, the employee will be notified by the Company of their COBRA options. It is important that employees respond promptly to the COBRA letter that is sent to them in order that their health insurance may continue without interruption.

Employees will not accrue additional benefits, such as vacation or seniority, while on Company Leave other than during periods when they are using vacation. Accruals will resume upon the employee's return to work.

Employees should speak directly with their supervisor and the Human Resources Department prior to taking a leave to ensure their understanding of all of their obligations to the Company while on leave; such as the employee's periodic reporting and re-verification obligations. Failure to comply with Company policy may substantially affect the employee's ability to return to work under this policy, consistent with the requirements of applicable law.

As a condition of returning to work following a Company Leave for the employee's own medical condition, the employee should submit a health care provider's statement verifying the ability to return to work. If the employee fails to provide a fitness for duty statement, then the employee's return to work may be delayed until the statement is submitted.

There is no guarantee of reinstatement upon return from a Company Leave, unless required by applicable law. When reinstatement is not required by applicable law, the Company will attempt to place the employee in the same or a similar position, if such a position is available.

Additionally, a returning employee will have no greater right to reinstatement or to other benefits and conditions of employment than would apply had he or she not taken a leave. If the employee fails to return to work upon expiration of the approved leave, then, unless otherwise required by law, the employee generally will be considered to have voluntarily terminated employment.

Continuing or accepting other employment inconsistent with the leave during a Company Leave without proper disclosure and approval is prohibited.

Leaves of absence under this policy cannot be combined with any other leaves of absence permitted under Company policy or applicable law. Employees are only eligible for leave under this policy during their first year of employment (one year from their effective hire date).

#### Failure to Return from Leave

If an employee fails to return from an approved leave, the employee may be terminated for job abandonment, consistent with applicable law.

## **C. WORKERS' COMPENSATION DISABILITY LEAVE**

### *1. EMPLOYEE ELIGIBILITY*

The Company will grant you a workers' compensation disability leave in accordance with applicable state law if you incur a work-related illness or injury. As an alternative, the Company may offer you modified work where applicable. Leave taken for workers' compensation disability runs concurrently with FMLA leave under both federal and state law, unless otherwise provided by applicable law.

### *2. NOTICE & CERTIFICATION REQUIREMENTS*

You must immediately report all accidents, injuries and illnesses, no matter how minor, to Human Resources.

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You must also provide Human Resources with a healthcare provider's statement certifying your work-related illness or injury, your inability to work, and the expected duration of your leave.

### **3. BENEFITS DURING LEAVE**

Non-exempt employees may use up to 3 days of accrued vacation or sick leave, and exempt employees may use up to 3 days of sick leave, during each work-related disability leave and shall be required to do so whenever consistent with applicable law and the Company's workers' compensation policies in effect from time to time. The leave of absence is otherwise unpaid. The Company will coordinate use of accrued PTO, vacation or sick leave with any other benefits to which the employee is entitled. At no time will an employee receive a total payment greater than his or her regular pay.

If you are also eligible for FMLA leave under the federal or state medical leave laws, the Company will maintain, for up to a maximum of 12 workweeks, any group health insurance coverage that you were provided before the leave on the same terms as if you had continued to work. In some instances, the Company may recover premiums it paid to maintain group health insurance coverage if you do not return to work following your workers' compensation disability leave. If you are not eligible for FMLA leave the Company will continue to make its contribution to any group health insurance premium only through the end of the month in which the leave begins. In such a case, you may continue your group health insurance coverage through COBRA. You should contact Human Resources for further information.

### **4. REINSTATEMENT**

Upon the submission of a medical certification to Human Resources that you are able to return to work, you will be reinstated in accordance with applicable law. If you are disabled due to a work-related injury, the Company will attempt to accommodate you in accordance with applicable law. If you are returning from a workers' compensation disability leave that runs concurrently with a FMLA leave, then the provisions of the FMLA policy will also apply. The Company will retain an employee on a leave of absence for work-related disabilities until one of the following situations occurs:

- The employee is released for full or partial duty;
- The Company receives medical evidence satisfactory to it that the employee will be permanently unable to resume the duties the employee performed prior to the injury;
- The employee directly or indirectly informs the Company (e.g., by accepting other employment that is inconsistent with the intent to return to the job, moving out of the state, etc.) that he or she does not intend to return to the Company;
- Business needs require that the Company replaces the employee or eliminates the position, or the leave becomes an undue hardship; or
- The duration of the leave is indefinite.

### **D. MILITARY LEAVE AND MILITARY SPOUSAL LEAVE**

The Company provides military leave to the maximum extent provided by applicable law. Employees may request to substitute accrued paid leave for any unpaid portion of the military leave. Employees must notify Human Resources as soon as they know the required dates of service and, if requested, furnish Human Resources with a copy of the official orders or instructions.

In addition to any such leave which may be provided by the FMLA or other applicable federal or state law, an

employee working an average of 20 or more hours per week, who is the spouse of a member of the United States armed forces, national guard, or reserves who has been deployed during a period of military conflict (to a combat zone of operations or a combat theater), is allowed up to 10 days of unpaid leave to be used when the employee's spouse is on leave from military service. Employees who seek leave under this section may be required to provide documentation to support their requests for leave.

For purposes of this policy, "period of military conflict" means a period of war declared by the U.S. Congress or in which a member of a reserve component of the armed forces is ordered to active duty.

The Company will not retaliate or tolerate retaliation against an employee for requesting or taking military spousal leave.

## **E. JURY DUTY LEAVE**

In accordance with applicable state laws then in effect and with our commitment to promote good citizenship, the Company will not discharge or otherwise penalize any employee because of their absence at work to serve on a jury. The employee should present the jury notice to their supervisor and Human Resources immediately upon receipt.

Employees will be paid their full salary for time actually served, unless otherwise provided by law.

If you are relieved from jury service within such time that you are able to work 3 or more hours of your shift, you are required to do so. Jury duty proof of service slips must be submitted to your Supervisor weekly to document your time, who will forward the slips to Payroll. This benefit is available to all full-time regular and part-time regular employees immediately upon hire.

## **F. OTHER LEAVES**

The Company complies with all federal, state and local laws regarding leaves of absence, including all leaves that have not been specifically delineated in this Handbook. For information regarding any type of leave, please refer to the postings in the workplace and/or contact Human Resources.

# *WORKPLACE SAFETY AND WORKPLACE INJURIES*

## **A. POLICY**

The responsibility for a safe and healthy workplace extends to every employee. Each employee is required to know and comply with the Company's general safety rules and to follow safe and healthy practices in the workplace. Safety consciousness on the part of everyone is necessary to prevent injuries. Employees are responsible for performing each work assignment in the safest manner possible. Safety is a practice that must be followed by every employee. Employees must immediately report any unsafe condition to Human Resources. An employee is subject to disciplinary action including termination of employment for engaging in any unsafe or unhealthy work practice or for violating established health and safety rules.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor or bring them to the attention of Human Resources. All reports can be made without fear of reprisal.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify their supervisor or Human Resources. Such notifications are necessary to comply

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with laws and initiate insurance and workers' compensation benefits procedures. Once notified, a supervisor must complete an Accident/Exposure Investigation Report.

## **B. WORK-RELATED INJURIES**

A work-related injury is one which happens on the job or in the course of your work day. You should report any injury to Human Resources, no matter how minor it may seem to you. If Human Resources is not available, report it to any supervisor or manager, who shall in turn report it to Human Resources. Never attempt to treat your own or another employee's injuries. If you or your supervisor believes that you need medical attention, treatment will be arranged.

All medical treatment authorized and approved for on-the-job injuries or illness is provided to you at no cost through Workers' Compensation Insurance; the cost of this insurance is paid by the Company.

You may choose to have your personal physician (one who has previously provided medical care and retains your medical record) treat you immediately after an injury if you:

Notify Human Resources in writing, prior to any injury or illness, that you desire treatment by your personal physician in case of occupational injury or illness; and

Provide Human Resources with the name, address and telephone number of your physician, in writing.

You should inform your physician of these arrangements and make certain that if you are injured, your physician will file prompt and complete medical reports with our Worker's Compensation Insurance Carrier and Human Resources. No Worker's Compensation benefits can be paid until the proper medical information is filed.

In emergency cases, you will be referred to a hospital emergency room. In non-emergency cases, or after emergency treatment, if further medical care is required, you must use the services of a physician approved by our Workers' Compensation carrier for 30 days, unless you have previously made arrangements to use the services of your personal physician.

Any employee returning from Workers' Compensation leave must furnish to Human Resources a doctor's certificate verifying eligibility to return to work.

## **C. USE OF EXERCISE EQUIPMENT ON COMPANY PROPERTY**

All employees using exercise equipment, such as an exercise ball or treadmill, at their desk or in their office should contact Human Resources.

## **D. EMERGENCY NOTIFICATION SYSTEM**

In the event of an emergency, such as a severe weather disruption, earthquake, or other emergency where it is important to provide employees with time sensitive information, the Company will convey messages through Send Word Now (SWN), a third party emergency messaging system that delivers messages to your smartphone (via e.g. text message) based on the personal information that you supply to the Company upon hire. Please contact Human Resources for additional information regarding this important service.

## **E. RECREATIONAL ACTIVITIES**

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From time to time, at its discretion, the Company may provide or fund voluntary recreational activities or events (such as intramural sports) for employees. The Company assumes no liability for such activities and an employee must sign a waiver (available from Human Resources) before participating.