



## **Family and Medical Leave**

Policy Effective date: January 1, 2017

The Family Medical Leave Act (FMLA) entitles eligible associates to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the associate had not taken leave. Leave may be continuous, intermittent or a reduced work schedule. Eligible associates are entitled to:

- Twelve workweeks of leave in a 12-month period for:
  - the birth of a child and to care for the newborn child within one year of birth;
  - the placement with the associate of a child for adoption or foster care and to care for the newly placed child within one year of placement;
  - to care for the associate's spouse, child, or parent who has a serious health condition (siblings and in-laws are excluded);
  - a serious health condition that makes the associate unable to perform the essential functions of his or her job;
  - any qualifying exigency arising out of the fact that the associate's spouse, son, daughter, or parent is a covered military member on "covered active duty;" **or**
- Twenty-six workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible associate is the servicemember's spouse, son, daughter, parent, or next of kin (military caregiver leave).

### **Eligibility**

- If you have been employed by Belk for a minimum of 12 months, not necessarily consecutive, and worked at least 1,250 hours during the 12 months immediately preceding the start date of the leave, you may be eligible for FMLA leave.
- There must be 50 or more associates employed by Belk at or within 75 miles of your work site.

### **FMLA definitions**

#### **Family member**

- **Spouse:** Spouse means a husband or wife as defined or recognized under state law for purposes of marriage in the state where the associate resides, including "common law" marriage and same-sex marriage.
- **Parent:** Parent means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the associate when the associate was a child. This term does not include parents "in law."
- **Son or daughter:** Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.
- **In Loco Parentis:** The FMLA regulations define in-loco parentis as including those with day-to-day responsibilities to care for or financially support a child. Associates who have no biological or legal relationship with a child may, nonetheless, stand in loco parentis to the child and be entitled to FMLA leave. Similarly, an associate may take leave to care for someone who, although having no legal or biological relationship to the associate when the associate was a child, stood in loco parentis to the associate when the associate was a child, even if they have no legal or biological relationship.

#### **Health care provider:**

- Doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices.

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- Podiatrists, dentists, clinical psychologists, optometrists and chiropractors authorized to practice and performing within the scope of the practice, under state law.
- Nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice in the state and performing within the scope of their practice, as defined under state law.
- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.
- Any health care provider recognized by Belk group benefits program or its group health plan insurer or claims administrator.

### **Serious health condition:**

Serious health condition means an illness, injury, impairment, or physical or mental condition that involves:

- any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility; or
- a period of incapacity requiring absence of **more than three calendar days** from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or
- any period of incapacity due to pregnancy, or for prenatal care; or
- any period of incapacity (or treatment therefore) due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.); or
- a period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke, terminal diseases, etc.); or,
- any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than five consecutive days if left untreated (e.g., chemotherapy, physical therapy, dialysis, etc.).

### **Maximum Non-Military Period of Leave**

You may take unpaid FMLA leave of up to a total of 12 weeks for one or a combination of the non-military serious health conditions described herein. Belk calculates the leave time on a rolling 12-month basis. If you work less than a full-time schedule, the hours of leave entitlement are prorated to reflect your regular work schedule.

The rolling 12-month period is measured backwards from the date a qualifying FMLA leave begins. At any given time, the amount of job-protected leave you are entitled to take under FMLA is equal to 12 weeks less any job-protected leave taken during the preceding 12 months.

### **Military Family Leave Entitlements under the FMLA**

If you have a spouse, son, daughter, or parent on active duty status in the National Guard or Reserves in support of a contingency operation, you may use 12-week unpaid leave entitlement to address certain qualifying exigencies. A qualifying exigency is a non-medical activity that is directly related to the covered servicemember's active duty or call to active duty status. Qualifying exigencies include:

- Issues arising from a covered military member's short notice deployment (i.e., deployment on seven or less days of notice) for a period of seven days from the date of notification.
- Military events and related activities.
- Certain childcare and related activities arising from the active duty or call to active duty status and/or making or updating financial and legal arrangements to address a covered military member's absence.
- Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member.
- Taking up to five days of leave to spend time with a covered military member who is on short-term temporary, rest and recuperation leave during deployment.
- Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status, and addressing issues arising from the death of a covered military member.

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- Any other event that the associate and Belk agree is a qualifying exigency.

### **Military Caregiver Leave**

Military caregiver leave allows an eligible associate who is the spouse, son, daughter, parent, or next of kin of a covered servicemember with a serious injury or illness to take up to a total of 26 workweeks of unpaid leave during a single 12-month period to provide care for the servicemember.

A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list for a serious injury or illness.

A serious injury or illness is one that is incurred by a servicemember in the line of duty on active duty that may cause the servicemember to be medically unfit to perform the duties of his or her office, grade, rank, or rating. A serious injury or illness also includes injuries or illnesses that existed before the servicemember's active duty and that were aggravated by service in the line of duty on active duty.

### **Intermittent Leave and Reduced Work Schedule**

Intermittent/reduced schedule leave may be taken when medically necessary to care for a seriously ill family member, or because of your serious health condition. Intermittent/reduced schedule leave may be taken to bond with a newborn or newly placed adopted or foster care child with Belk's approval.

If you need an intermittent/reduced schedule leave for foreseeable medical treatment you must work with your manager to schedule the leave so as not to unduly disrupt Belk's operations, subject to the approval of your health care provider. In such cases, Belk may transfer you temporarily to an alternative job with equivalent pay and benefits to accommodate recurring periods of leave.

### **Substitution of Paid Leave**

You may choose to use accrued paid time off to cover some or all of the FMLA leave taken.

### **Applying for/Requesting FMLA leave**

First, contact your manager and follow the specific requirements of your line of business regarding reporting an absence or leave.

Second, contact the Leave of Absence Administrator to initiate a leave by phone at 1.800.588.3700 option 1 or through the self-service portal. You must provide sufficient information for the Leave of Absence Administrator to determine if the leave may qualify for FMLA protection, as well as the anticipated timing and duration of the leave.

### **Planned Leaves**

In general, you must give Belk at least **30 days** advance notice of the need to take FMLA leave when you know about the need for the leave in advance and it is possible and practical to do so.

If 30 days advance notice is not possible because the situation has changed or you do not know exactly when leave will be required, you must provide notice of the need for leave as soon as possible and practical. When you have no reasonable excuse for not providing at least 30 days advance notice, Belk may delay the FMLA leave until 30 days after the date notice is provided.

When you could not have provided 30 days advance notice, but have no reasonable excuse for not providing a shorter period of advance notice, Belk may delay the FMLA leave by whatever amount of time that you delayed in notifying Belk.

In the case of FMLA leave for a qualifying exigency, you must give notice of the need for such leave as soon as possible and practical, regardless of how far in advance the leave is needed.

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For planned medical treatment, you must consult with your manager and try to schedule the appointment at a time that minimizes the disruption to Belk. You should consult with Belk prior to scheduling the treatment in order to arrange a schedule that best suits the needs of both you and Belk. Any schedule of treatment is subject to the approval of your treating health care provider.

### **Unplanned Leaves**

When the need for leave is unexpected, you must provide notice to Belk as soon as possible and practical. When you do not give timely notice of unforeseeable leave and do not have a reasonable excuse, Belk may delay or deny the FMLA leave. The extent of Belk's ability to delay FMLA coverage for leave depends on the facts of the particular case. For example, if it was possible for you to give notice of the need for leave the same day it was needed, but instead gave notice two days after the leave began, then Belk may delay FMLA coverage of the leave by two days.

### **Extension of FMLA**

During an approved leave and prior to the expected return to work date, if you would like to extend FMLA, you should contact your manager to provide an updated anticipated return date. In addition, you should contact the Leave of Absence Administrator to request an extension of the leave.

### **Certification requirements**

Once the leave has been requested, the required health care provider certification and request forms generally must be completed and returned to the Leave of Absence Administrator within **15 calendar days**. Failure to provide the required timely documentation could result in a denial of the leave request or delay the leave start date.

If the certification is incomplete or insufficient, Belk will provide you a written notice stating what additional information is necessary to make the certification complete and sufficient. You must provide the additional information to Belk within **seven calendar days**, in most circumstances.

- A certification is considered "incomplete" if one or more of the *applicable* entries on the form have not been completed.
- A certification is considered "insufficient" if the information provided is vague, unclear, or non-responsive.

The Leave of Absence Administrator may contact the health care provider to authenticate or to clarify the certification.

If Belk has received a complete and sufficient certification but has a reason to doubt that it is valid, Belk may require you to obtain a second medical certification. Belk can choose the health care provider to provide the second opinion, but generally may not select a health care provider who it employs on a regular or routine basis. If the second opinion differs from the original certification, Belk may require you to obtain a third certification from a healthcare provider selected by both you and Belk. The opinion of the third health care provider is final and must be used by Belk. Belk is responsible for paying for the second and third opinions, including any reasonable travel expenses for you or the family member. While waiting for the second (or third) opinion, you are provisionally entitled to FMLA leave.

### **Recertification**

In general, Belk may request that you provide a recertification no more often than every 30 days and only in connection with an absence. If a certification indicates that the minimum duration of the serious health condition is more than 30 days, Belk will generally wait until that minimum duration expires before requesting recertification.

However, in all cases, including cases where the condition is of an indefinite duration, Belk may request a recertification for absences every six months.

Belk may request a recertification in *less than 30 days* only if:

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- You request an extension of leave.
- The circumstances described by the previous certification have changed significantly.
- Belk receives information that causes doubt to your stated reason for the absence or the continuing validity of the existing medical certification.

In general, Belk may ask for the same information in a recertification as that permitted in the original medical certification. However, Belk may provide the health care provider with a record of your absences and ask if the serious health condition and need for leave is consistent with the leave pattern.

### **FMLA Provisions**

- Paid time off hours do not accrue while you are on FMLA.
- You are not eligible for any paid holidays that are observed during unpaid leave.
- Any pay you receive for which you are not eligible will be considered a pay advance or overpayment. The overpayment amount will be reconciled from pay, or otherwise recovered, to the extent permitted by law.

### **Benefits Coverage During Leave**

While on FMLA Leave, you are eligible to continue participating in most health and insurance plans provide through the Belk Group Benefits Program. You must continue to timely pay any required contributions. When on unpaid leave, you will receive a bill for your required contributions. **Failure to timely pay required contributions will result in termination of health and insurance benefits coverage.** Belk will continue to pay the company portion of your health and insurance benefits from the date the leave begins as long as your required contributions are paid. While on an unpaid leave of absence, where applicable, Flexible Spending Account (FSA) and Health Savings Account (HSA) contributions cease, and Long-term Disability coverage stops.

### **Job Restoration**

Upon return from FMLA leave, you will be restored to your original job, or to an equivalent job, which means virtually identical to the original job in terms of pay, benefits, and other employment terms and conditions. Your use of FMLA leave will not result in the loss of any employment benefit that you earned or were entitled to before using (but not necessarily during) FMLA leave.

### **Key Associate Exception**

Under limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, Belk may refuse to reinstate certain highly-paid, salaried "key" associates. Belk will notify the associate in writing of his/her status as a "key" associate (as defined by FMLA), the reasons for denying job restoration, and provide the associate a reasonable opportunity to return to work after so notifying the associate.

### **Unlawful Acts**

FMLA makes it unlawful for Belk to interfere with, restrain, or deny the exercise of any right provided by this law. It is also unlawful for Belk to discharge or discriminate against any associate for opposing any practice, or because of involvement in any proceeding, related to FMLA. Belk will not use the taking of FMLA leave as a negative factor in employment actions, such as hiring, promotions, or disciplinary actions; nor will FMLA leave be counted under "no fault" attendance policies.

### **Enforcement**

FMLA is enforced by the Wage and Hour Division of the U.S. Department of Labor's Employment Standards Administration. This agency investigates complaints of violations. If violations cannot be satisfactorily resolved, the Department may bring action in court to compel compliance.

An eligible associate may bring a private civil action against Belk for violations. An associate is not required to file a complaint with the Wage and Hour Division prior to bringing such action.

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