

## Human Resources Policy

### Family & Medical Leave Act (FMLA)



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#### Eligibility

U.S.-based CenturyLink employees who:

- have been employed by CenturyLink for at least one (1) year (including prior service), and
- for at least 1,250 hours during the preceding 12 month period

are eligible to take up to 12 weeks of unpaid Family and Medical Leave within a rolling 12 month period. This 12 month period will be measured backward from the date the requested leave is to begin. Employees who take FMLA under the Servicemember Family Leave provision are eligible for additional leave up to a combined total of 26 weeks of leave in a single 12-month period.

The employee will be restored to the same or an equivalent position upon return from leave, in accordance with job restoration provisions and subject to the limitations on same in the Family & Medical Leave Act. For employees not eligible for Family and Medical Leave, the company will review business considerations and the individual circumstances involved.

#### Reasons for Family and Medical Leave

If you meet the eligibility requirements, you may take Family and Medical Leave for any of the following reasons:

- (1) the birth of a son or daughter and to care for such son or daughter;
- (2) the placement of a son or daughter with you for adoption or foster care;
- (3) to care for a spouse, domestic partner, son, daughter, or parent ("covered relation") with a serious health condition;
- (4) to care for a spouse, domestic partner, son, daughter, parent or next of kin who is a Covered Servicemember and has a Serious Injury or Illness (Servicemember Family Leave)
- (5) qualifying exigency leave arising out of the fact that a spouse, domestic partner, son, daughter or parent is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation.
- (6) your own Serious Health Condition which renders you unable to perform the functions of your position.

Leave because of reasons "1" or "2" must be completed within the 12 month period beginning on the date of birth or placement. In addition, spouses and domestic partners employed by CenturyLink who request leave for reasons "1" or "2" may only take a combined total of 12 weeks leave for those reasons during any 12 month period. Spouses and domestic partners employed by CenturyLink who request leave for reason "4" may only take a combined total leave of 26 weeks leave during the single 12 month period.

#### Application for Leave

When you request a leave you must contact Sedgwick at 800.729.7526, option 1, and then option 4. Sedgwick will mail you the appropriate Family Medical Leave paperwork for you to complete. The completed application must state the reason for the leave, the expected duration of the leave, and the starting and anticipated ending date of the leave. Application forms can be obtained by contacting Sedgwick at 800 729-7526, option 1, then option 4. Completed forms should be returned to Sedgwick's fax number listed in the paperwork you receive.

### **Notice of Leave**

If your need for Family and Medical Leave is foreseeable you must give CenturyLink 30 days prior written notice. If this is not possible, you must at least give notice as soon as practical, preferably within 1 to 2 business days of learning of your need for leave, except in extraordinary circumstances.

Failure to provide such notice may be grounds for delay of leave.

### **Medical Certification**

If you are requesting leave because of your own or a covered relation's serious health condition, or based on Servicemember Family Leave, you and the applicable health care provider must supply appropriate medical certification. You may obtain the appropriate FMLA paperwork from Sedgwick by call them at 800.729.7526, option 1, and then option 4.

The certification must state:

- the date on which the health condition commenced,
- the probable duration of the condition, and
- the appropriate medical facts regarding the condition.
- If a covered relation needs care, the certification must state that, along with an estimate of the amount of time that you will be needed to care for the relative.
- If you have a serious health condition, the certification must state that you cannot perform one or more of the essential functions of your job.

When you request leave, Sedgwick will notify you of the requirement for medical certification and when it is due generally within 21 days (which includes the 5 days of FMLA determination and 15 days in which to submit paperwork) from your first date of absence). Failure to provide requested medical certification in a timely manner may result in delay of leave until it is provided. CenturyLink, at its expense, may require an examination by a second health care provider designated by the company.

If the second health care provider's opinion conflicts with the original medical certification, the company, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. CenturyLink may require subsequent medical re-certification on a reasonable basis.

### **Reporting While on Leave**

If you take leave because of your own serious health condition or to care for a covered relation, your supervisor will inform you of any reporting-in requirements regarding the status of the condition and your intention to return to work.

### **Paid/Unpaid Leave**

Conditions related to your own serious health condition, certified by your physician, may be paid in accordance with the terms of the CenturyLink short-term disability plan or workers' compensation, where applicable. In the event you receive paid leave pursuant to these programs, such paid leave will be substituted for and count against any unpaid medical leave entitlement under the FMLA. In all cases, the substitution of paid leave for unpaid leave time does not extend the 12, or the single 26, week leave period.

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If your FMLA leave is not covered by another CenturyLink pay practice, you are required to use accrued PTO hours for any unpaid Family and Medical Leave entitlement, unless your Collective Bargaining Agreement provides otherwise. Unpaid time will be applied to any leave beyond the availability of PTO hours.

#### **Medical and Other Benefits**

During an approved Family and Medical Leave, CenturyLink will maintain your medical benefits, as if you continued to be actively employed, in accordance with the conditions stated. If paid leave is substituted for unpaid Family and Medical Leave, CenturyLink will deduct your portion of the benefit premiums as a regular payroll deduction. If your leave is unpaid, your benefits may be continued and your premium payments may be made to CenturyLink, bi-weekly on each regularly scheduled payday or will be deferred and deducted from your pay when you return.

In the case of a foreseeable leave, you may request to have the required premiums paid through payroll deduction prior to taking your leave. If you elect not to return to work for at least 30 days at the end of the leave period, you will be required to reimburse CenturyLink for the full cost of the health care premiums and your co-payments for all other benefits, unless you cannot return to work because of a serious health condition or other circumstances beyond your control.

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

Employees may use intermittent leave to care for a newborn or for placement of the child for adoption or foster care if the leave is scheduled in advance by mutual agreement between the employee and supervisor, and is taken in full work shift increments.

All other reasons for leave are eligible for intermittent leave or reduced schedule leave. If the leave is based on a medical condition, the required medical certification must indicate the medical necessity of intermittent or reduced schedule leave and a schedule of visits, treatments or appointments. If leave is unpaid, your salary will be adjusted accordingly.

While you are on an intermittent or reduced schedule leave, CenturyLink may temporarily transfer you to an alternative position with equivalent pay and benefits, if the leave is foreseeable for planned medical treatment.

#### **Returning from Leave**

If you take leave because of your own serious health condition, you may be required to provide medical certification that you are fit to resume work. Sedgwick will let you know if you are required to provide this medical certification.

Upon return from a qualifying FMLA leave, you will be restored to the same position you held when the leave commenced or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. CenturyLink cannot guarantee that you will be returned to your original job. A determination as to whether a position is an "equivalent position" will be made by the company.

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### Employer Responsibilities

The Company 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 employee's rights and responsibilities. If they are not eligible, the Company must provide a reason for the ineligibility.

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

### Unlawful Acts by the Company

FMLA makes it unlawful for any employer to:

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

### Reservation of Rights

CenturyLink reserves the right to interpret, change, or rescind the policy and procedures set forth herein, in whole or in part, to the extent such changes do not conflict with the requirements of the FMLA.

### State Leave law & FMLA

State leave, where applicable, runs concurrently with FMLA. Unless otherwise required by State law, CenturyLink will use a rolling 12-month time period measured backward from the date any requested leave is to begin for administering leave under all state family medical leave laws. Additionally, unless otherwise required by State law or collective bargaining agreement, mandatory use of accrued PTO when taking FMLA time, will follow the Company's FMLA processes and procedures.

### 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.

**Effective Date:** June 27, 2010  
**Revision Date:** September 8, 2016

**Approval:** SVP Human Resources

## Definitions

For the purposes of this policy, the following definitions apply:

“**Spouse/Domestic Partner**” is defined in accordance with applicable State law.

“**Parent**” includes biological parents and individuals who acted as your parents, but does not include mother-in-law or father-in-law.

“**Son**” or “**daughter**” includes biological, adopted, foster children, stepchildren, legal wards, and other persons for whom you act in the capacity of a parent and who is under 18 years of age or over 18 years of age but incapable of self care because of a mental or physical disability.

“**Next of Kin**” means the nearest blood relative of the covered individual, and is applicable only to Servicemember Family Leave.

A “**Serious Health Condition**” is an illness, injury, impairment, or physical or mental condition that also involves one or more of the following:

### **Inpatient Treatment**

Inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with such inpatient care.

### **Absence Plus Treatment**

A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

- Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g. physical therapist) under orders of, or on referral by, a health care provider; or
- Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

### **Pregnancy**

Any period of incapacity due to pregnancy, or for prenatal care.

### **A chronic condition or period of incapacity which:**

- (1) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

- (2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
- (3) May cause episodic rather than a continuing period of incapacity (e.g. asthma, diabetes, epilepsy, etc.).

**Permanent/Long-term Condition Requiring Supervision**

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

**Multiple Treatments (Non-Chronic Conditions)**

Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

Ordinarily, unless complications arise, the common cold, the flu, earaches, upset stomach, minor ulcers, headaches other than migraines, routine dental or orthodontia, periodontal disease are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave.

A “**Serious Injury or Illness**,” in the case of a member of the Armed Forces, 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.

“**Covered Servicemember**” 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.

“**Active Duty**” means duty under a call or order to active duty.

Reasons that **Qualify for “Exigency Leave”**:

1. Short-notice deployment: Leave to address issues arising from a deployment with seven or fewer days of notice. Maximum of seven calendar days of leave, beginning on date notice provided.
2. Military events and related activities. Leave for official ceremonies and programs, or to attend family support, assistance programs or information briefings sponsored by the military, military service organizations or the American Red Cross.

3. Certain childcare and school activities: (a) To arrange for alternative childcare when the service or call to service necessitates a change in existing arrangements; (b) To provide childcare on an urgent basis (not a routine basis) arising from the service or call to service; (c) To enroll a Child in or transfer a Child to a new school or day care facility, when necessitated by the service or call to service; (d) To attend meetings with staff, teachers or counselors at school or daycare, when such circumstances for such meetings arise from the service or call to service.
4. Financial and legal arrangements to protect the military member's financial interests (e.g., power of attorney, bank signature authority, updating will) while on active duty; and to act as military member's representative for purpose of obtaining or appealing military service benefits while on active duty and for up to 90 days thereafter.
5. Counseling for the military member or for the child of the military member that arises from the service or call to service.
6. Rest and recuperation, to visit with a military member who is on short-term, temporary, rest and recuperation leave during his or her period of deployment. Five day maximum for each instance.
7. Certain post-deployment activities, such as arrival ceremonies, reintegration briefings and events or programs sponsored by the military for a period of 90 days following termination of the military member's active duty status, and to address issues arising out of the death of a military member while on active duty status.
8. Additional activities, including any other events that the employer and employee agree is a qualifying exigency and provided both agree to timing and duration of leave.

**"Health Care Provider"** includes licensed MD's and DO's, podiatrists, dentists, clinical psychologists, optometrists, chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State, nurse practitioners, nurse-midwives and clinic social workers authorized under State law, and Christian Science practitioners.

**"Needed to care for"** a family member encompasses:

- (1) physical and/or psychological care; and
- (2) where the employee is needed to fill in for others providing care or to arrange for third party care of the family member.

The phrase **"unable to perform the functions of his/her job"** means an employee is:

- (1) unable to work at all; or
- (2) unable to perform any one or more of the essential functions of his/her position.

The term **"essential functions"** is borrowed from the Americans with Disabilities Act ("ADA") to mean "the fundamental jobs duties of the employment position," and does not include marginal functions of the position.

**"Equivalent position"** means the same pay, benefits and working conditions including privileges, pre-requisites and status. The equivalent position must involve the same or substantially similar duties and responsibilities, which entail substantially equivalent skill, effort, responsibility and authority.