

LEAVES OF ABSENCE 2.44

I. PURPOSE

Allied Services recognizes that, at times, an employee may need a temporary leave of absence from work for variety of reasons, and so has established this policy as a guide for eligible employees.

NOTE:

- **ALL ELIGIBLE LEAVES WILL BE CONSIDERED TO BE FAMILY AND MEDICAL LEAVE UNLESS OTHERWISE NOTED IN WRITING.**
- **LEAVE OF ABSENCE PAPERWORK MUST BE COMPLETED AND RETURNED TO HUMAN RESOURCES IN A TIMELY FASHION, AT LEAST THIRTY (30) DAYS PRIOR TO START OF LEAVE. FAILURE TO COMPLETE REQUIRED LEAVE PAPERWORK WILL PUT AN EMPLOYEE'S POSITION AT ALLIED IN JEOPARDY, DUE TO AN UNAUTHORIZED ABSENCE.**
- **LEAVE OF ABSENCES BEGIN THE FIRST DAY AN EMPLOYEE DOES NOT REPORT TO WORK.**

II. MILITARY LEAVE

An employee requesting a leave of absence to meet military requirements shall be granted such leave, without pay, together with re-employment rights, in compliance with federal law. Allied Services will abide by the guidelines created by the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA). Any employee requesting such a leave must refer to USERRA for his/her rights and responsibilities relating to his/her employment.

- A. A request for military leave of absence must be made in writing by completing a LEAVE OF ABSENCE FORM and submitting appropriate documentation from the Armed Services.
- B. A leave of absence without pay will be granted to reservists required to attend annual military training. A Reservist may request to use vacation for all or a portion of the period of the military training.
- C. For those benefit eligible reservists who are called to active duty, Allied Services will continue to pay the Allied portion of the health insurance coverage for the duration of the leave. In addition, Allied Services will compensate the reservist for the duration of their active duty in addition to any benefit pay they receive. Full-time, benefit eligible reservists will receive \$300.00 per month. Part-time,

benefit eligible reservist will receive payment pro-rated based on the reservists' scheduled hours (i.e. 40 hours per pay = \$150.00 per month). Beginning with the month called to active duty, an employee will receive payment at the end of that month, and each month thereafter until the employee returns to work. Payment will discontinue the month prior to the employees return to work. (i.e. if an employee returns to work on the 20th of a month, the check received the month prior is the final payment they will receive)

III. FAMILY AND MEDICAL LEAVE ACT (FMLA) POLICY

If an employee is out of work due to a reason that qualifies him/her for Family and Medical Leave, under the Family and Medical Leave Act of 1993 (FMLA) or as amended by the Family and Medical Leave Act and National Defense Authorization Act of 2008, he /she must utilize the benefit in accordance with the federal law. This includes work-related and non-work-related conditions.

A. Statement of Policy

1. An eligible employee may take up to twelve (12) weeks of family and medical leave during a twelve (12) month period for reasons 1-4 in section C listed below. The twelve (12) month period will be a rolling twelve (12) month period measured backward from the proposed starting date of the employees current requested leave period. If the employee has taken twelve (12) weeks of FMLA leave during the measured period, he/she is not eligible to take any more FMLA leave that period.
2. An eligible employee may take up to 26 weeks of unpaid FMLA leave during a single 12 month period for the reason five (5) in section C below to care for an injured or ill service member. Leave to care for an injured or ill service member, if combined with another FMLA qualifying leave, may not exceed 26 weeks in a single twelve (12) month rolling period.

B. Eligibility

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

1. The employee must have worked for the company for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

2. The employee must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave. The 1,250 hours do not include time spent on paid or unpaid leave. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.
3. The employee must work in a worksite where 50 or more employees are employed by the company within 75 miles of that office or worksite.

C. Reasons for Family and/Medical Leave

1. In order to care for a newly born child of the employee and/or due to the placement of a child with the employee for adoption or foster care. (The leave entitlement for birth or placement of a child expires at the end of the 12 month period beginning on the date of such birth or placement.)
2. In order to care for the spouse, child, or parent of the employee, if such spouse, child, or parent has a serious health condition that requires continuing treatment by a health care provider.
3. Because of a serious health condition which requires continuing treatment by a health care provider that makes the employee unable to perform the functions of his/her position.
4. Qualifying exigency leave for an employee whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following:
 - a. short-notice deployment
 - b. military events and activities
 - c. child care and school activities
 - d. financial and legal arrangements
 - e. counseling
 - f. rest and recuperation
 - g. post-deployment activities, and
 - h. additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.
5. To care for a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list,

who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list.

6. If an employee does not meet the eligibility requirements, or the reason does not qualify for FMLA, refer to either Part III, IV, or V of this policy.

D. Definitions

1. "Spouse" under the FMLA, means a husband or wife as defined under the law, including workers in legal, same-sex marriages.
2. Child is defined as a son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing 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.
3. A "serious health condition" is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider. This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year. The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition". Please contact Human Resources for specific information on this type of leave.
4. "Continuing treatment by a health care provider" is defined to include multiple treatments by a health care provider or health care services on referral by a provider and/or continuous treatment that results in supervision by a health care provider for a long term or chronic condition.
5. "Active Duty" means duty under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

6. "Contingency Operation" has the same meaning given such term in section 101(a)(13) of title 10, United States Code.
7. Current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness or a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.
8. "Outpatient Status", with respect to a covered service member, means the status of a member of the Armed Forces assigned to— a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
9. "Next of Kin", used with respect to an individual, means the nearest blood relative of that individual.
10. "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.

E. Intermittent Leaves/Reduced Work Schedule Leaves

1. In certain circumstances, when medically necessary due to a serious health condition of either a family member or the employee, as defined in the FMLA, a leave may be granted on an intermittent basis (an arrangement under which leave of a few days or weeks may be taken at intervals). A leave may also be granted on the basis of a reduced leave schedule (an arrangement under which the number of hours usually worked each day or week is reduced). The total time off due to intermittent leaves (or intermittent leaves combined with other FMLA leaves) shall not exceed a combined hourly total equal to twelve (12) weeks of an employee's regularly scheduled hours. Intermittent leaves will not be granted for the care of a newly born child of the employee and/or due to the placement of a child with the employee for adoption or foster care.
 - a. **If an employee believes his/her absence qualifies for FMLA, he/she must notify his/her supervisor.** If it does qualify, the intermittent leave will not be counted as an occasion of absence under the Absence Control Guideline Policy.

2. If an employee requests intermittent leave or leave on the basis of a reduced work schedule that is foreseeable, based on planned medical treatment, Allied Services may require the employee to transfer temporarily to an alternative position for which the employee is qualified. The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the current position of the employee.
3. If an individual is in "exempt" status as a "salaried" employee under the Fair Labor Standards Act (FLSA), Allied Services will make deductions from his/her salary for leave taken on an intermittent or reduced leave basis, without affecting his/her "exempt" status. This is in compliance with FLSA regulations

F. Procedure

1. Notice Requirements

- a. In the cases of leaves in connection with the birth of a child or an adoption or foster care placement, or for medical reasons when the leave is foreseeable, the employee is required to provide his/her department-head with at least thirty (30) days written notice of his/her intention to take leave. An employee **must** complete his/her written request form for FMLA as early as possible prior to commencement of leave.
- b. Employees are encouraged to give their department-heads as much notice as possible so that both can make all necessary arrangements and continuing quality patient care at Allied is ensured. The employee, the department-head, and one's fellow employees, as well as patients, clients, and residents, all benefit from knowing whether the employee will be out of work, so that all can make appropriate plans.
- c. If an employee fails, without reasonable excuse, to provide at least thirty (30) days advance notice for foreseeable leave, the leave request may be denied until at least thirty (30) days from the date the employee's department-head actually has received such written notice from the employee.
- d. Employees must make a reasonable effort to schedule the treatment so as not to unduly disrupt the operation of their department, subject to the approval of the health care provider.

2. Medical Certification

- a. The company will require certification for the employee's serious health condition. The employee must respond to such a request within fifteen (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. Medical certification will be provided using the Department of Labor Certification of Health Care Provider Form.

- b. The company may directly contact the employee's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The company will not use the employee's direct supervisor for this contact. Before the company makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the company will obtain the employee's permission for clarification of individually identifiable health information.
- c. The company has the right to ask for a second opinion if it has reason to doubt the certification. The company will pay for the employee to get a certification from a second doctor, which the company will select. The company may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the company will require the opinion of a third doctor. The company and the employee will mutually select the third doctor, and the company will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.
- d. Employees who have been certified as having an "ongoing", "chronic", or "lifetime" condition shall be required to be certified every thirty (30) days in conjunction with an absence. Otherwise, the company may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. The company may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition. Allied Services may request recertification of FMLA leave more often than thirty (30) days if:
 1. The employee requests and extension of leave;
 2. Circumstances described by the previous certification have changed significantly (e.g., the duration or frequency of the absence, the nature or severity of the illness, complications); or
 3. The employer receives information that casts doubt upon the employee's stated reason for the absence or the continuing validity of the certification.

3. Usage of Employee's Accrued Time in Conjunction with FMLA Leave

- a. If the employee has accrued leave (e.g., accrued vacation, holiday, personal and/or sick time) he/she must first use the appropriate accrued time and, then, if it does not fully cover the employee's FMLA leave period, he/she shall take the remainder of FMLA leave as unpaid time.
- b. An employee who is taking leave because of the employee's own serious health condition must use all his/her accrued sick time. The employee will then use all accrued vacation, holiday, personal time, and then will be eligible for unpaid leave for the remainder of the twelve (12) (or twenty-six) weeks.
- c. A female employee who is taking leave for the birth of her child must use accrued sick time for her physical recovery following the child's birth. The employee will then use all accrued vacation, holiday, and personal time, and then will be eligible for unpaid leave for the remainder of the twelve (12) weeks.
- d. A male employee who is taking leave for the birth of his child must use all accrued vacation, holiday, and personal time, and then will be eligible for unpaid leave for the remainder of the twelve (12) weeks.
- e. An employee who is taking leave for the adoption or foster care of a child must use all accrued vacation, holiday, and personal time prior to being eligible for unpaid leave.
- f. An employee who is taking leave for a work-related injury will not be allowed to use his/her sick or personal time while collecting workers compensation benefits. However, the employee will have the option to be paid accrued vacation or holiday time. Workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA.
- g. Employees receiving payment from disability insurance or income replacement policies will not be required to use accrued time in combination with receipt of other disability related income. However, the leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. Employees will be required to use accrued time as appropriate during waiting periods or other periods of ineligibility for supplemental disability income.
- h. An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the company's sick leave policy) prior to being eligible for unpaid leave.

4. If an employee seeks to extend a paid vacation period with unpaid FMLA leave, and the leave request is based upon an event that occurred during the period of paid vacation, Allied Services will count all paid vacation taken by the employee following the occurrence of the event toward the employee's 12 (or 26) week FMLA leave entitlement.
5. Anytime an employee is out for an extended period of time, a leave of absence request must be submitted in writing. The leave will start the first day the employee did not report to work. For example, an employee is out sick for one (1) week (April 11 to April 15). At the end of the week, April 15, the employee realizes that he/she can not return to work as expected, and requests a leave of absence. The employee's leave start date will be the first day the employee did not report for work or April 11th.

G. Employment and Benefits Protection

1. Upon timely completion of an FMLA leave, an employee will be entitled to be returned to the same or an equivalent position with the same benefits, pay conditions of employment and other terms in effect prior to the leave.
2. Upon returning to work after an FMLA leave, an employee will be entitled to any unconditional wage increase, applicable to all employees in his/her position, which took effect during the leave period. The employee's anniversary date will not change.
3. Pension and/or other retirement plans maintained by or through Allied Services, will not be affected by FMLA leave for the purpose of vesting or eligibility requirements.

H. Return to Work from Leave

1. If an employee wishes to return to work early from his/her specified leave of absence he/she should contact his/her supervisor and Human Resources.
2. Before an employee can return to work after a FMLA leave due to his/her serious health condition, the employee must present a physician or practitioner written verification that he/she is physically capable of resuming his/her full normal duties, with our without reasonable accommodations.
3. Request for Extension with a Medical/Personal Leave
If an employee is unable to return to regular duties at the expiration of the FMLA leave, due to continuation, recurrence, or onset of a serious health condition or other circumstances beyond employee's control, Allied Services will consider the employee's written request for a leave of absence in accordance with the leave policy. The written request must be received by the employee's supervisor not less than two (2) weeks prior to the expiration of the FMLA leave.

I. Failure to Return to Work After Leave Expiration

1. If an employee fails to return from FMLA leave for reasons other than a continuation, recurrence, or onset of his/her serious health condition or other circumstances beyond his/her control, Allied Services is entitled to recover the cost of premiums paid by it to maintain the employee's health care coverage during the period of unpaid FMLA leave.
2. If an employee fails to return to work and/or to submit a timely (within two (2) weeks) request for extension after the leave expiration, he/she will have abandoned his/her position and therefore voluntarily resigned from Allied Services.

IV. MEDICAL LEAVE OF ABSENCE

A. Statement of Policy

For various and approved medical reasons, Allied Services may, at its sole discretion grant a Medical Leave of Absence of not in excess of twelve months to employees who completed their new employee evaluation period. If an employee is requesting a medical leave and that leave is due to a reason that entitles them to a Family and Medical Leave (FMLA), as described in Part III, the employee must exercise his/her federally granted FMLA rights.

B. Procedure

1. All requests for a Medical Leave of Absence must be submitted in writing, on Allied Services REQUEST FOR LEAVE OF ABSENCE FORM, and whenever possible not less than thirty (30) days prior to the commencement of the requested leave. The employee must also submit a physician's certification form prior to the start of the leave.
2. Requests shall first be submitted to the employee's department-head for initial approval. All such requests are subject to final joint approval by the division-head and Human Resources. Approval shall be based upon the following factors
 - a. the purpose and duration of the leave or extension
 - b. the effect the leave will have on the ability of the employee's department to effectively function
 - c. the employee's job classification and length of service.
3. It is the responsibility of the department-head to advance the request for a LEAVE OF ABSENCE FORM, with all the proper approvals, and a CONFIDENTIAL FORM to Human Resources in a timely manner.

4. Human Resources will advise the employee if the leave was approved and of COBRA health insurance continuation rights.
4. The employee will take responsibility to notify his/her supervisor of the current status of the leave. If an employee needs to request an extension of their leave he/she must do so in writing, not less than two weeks prior to the expiration of their leave and he/she shall follow the same procedure as described in IV. Medical Leave of Absence sections B.1.through B.4.

C. Benefit Continuation

1. There is no accrual of benefits such as vacation, sick, holiday, or personal days while on Medical Leave. However, employees can use any earned, accrued vacation, sick, holiday, or personal days while on leave.
2. Allied Services will continue to provide the employee's health coverage up to the end of the month in which the Medical Leave begins. Employees may continue all or part of their group health coverage for the balance of the leave under COBRA.

D. Return to Work

1. Upon return to work the employee must present to his/her supervisor with a physician's statement releasing him/her to return to work with or without restrictions. Allied will then determine if there is available work that complies with physician restrictions.
2. Allied Services does not guarantee the same job or work schedule as the employee had at the time the Medical Leave of Absence began.
3. If such a vacancy exists, Allied will try to provide a comparable, or if possible, the same position as the employee held at the time the Medical Leave was approved. An employee returning from leave will be entitled to complete an In-House Application for any position they qualify for on the current job posting list.
4. If a vacancy in the employee's field does not exist, the employee's position at Allied will be terminated effective the date of the expiration of the leave of absence.
5. Benefits will be reinstated the first of the month in which an employee returns to a benefit-eligible position following a leave of absence. For first time benefit-eligible employees, a 90 day waiting period must be satisfied.

V. PERSONAL LEAVE OF ABSENCE

A. Statement of Policy

For various and approved non-medically related reasons, Allied Services may, at its sole discretion grant a Personal Leave of Absence of not in excess of twelve months to employees who completed one year of service. If an employee is requesting a personal leave and that leave is due to a reason that entitles them to a Family and Medical Leave (FMLA), as described in Part III, the employee must exercise his/her federally granted FMLA rights.

B. Procedure

1. All requests for a Personal Leave of Absence must be submitted in writing, on Allied Services REQUEST FOR LEAVE OF ABSENCE FORM, as soon as possible, but not less than thirty (30) days prior to the commencement of the requested leave.
2. Requests shall first be submitted to the employee's department-head for initial approval. All such requests are subject to final joint approval by the division-head and Human Resources. Approval shall be based upon the following factors
 - a. the purpose and duration of the leave or extension
 - b. the effect the leave will have on the ability of the employee's department to effectively function
 - c. the employee's job classification and length of service.
3. It is the responsibility of the department-head to advance the request for a LEAVE OF ABSENCE FORM, with all the proper approvals, and a CONFIDENTIAL FORM to Human Resources in a timely manner.
4. Human Resources will advise the employee if the leave was approved and of COBRA health insurance continuation rights.
5. The employee will take responsibility to notify his/her supervisor of the current status of the leave. If an employee needs to request an extension of his/her leave he/she must do so in writing, not less than two weeks prior to the expiration of the leave, and he/she shall follow the same procedure as described in V. Personal Leave of Absence, sub-sections B.1. through B.4.

C. Benefit Continuation

1. There is no accrual of benefits such as vacation, sick, holiday, or personal days while on Personal Leave. However, employees can use earned, accrued vacation, personal, or holiday time while on leave.
2. Allied Services will continue to provide the employee's health coverage up to the end of the month in which the Personal Leave begins. Employees may

continue all or part of their group health coverage for the balance of the leave at their own expense under COBRA.

D. Return to Work

1. Upon return to work from a Personal Leave of Absence, Allied Services does not guarantee the same job or work schedule as the employee had at the time the Leave of Absence began.
2. If such a vacancy exists, Allied Services will try to provide a comparable, or if possible, the same position as the employee held at the time the Personal Leave was approved. An employee, returning from leave, will be entitled to complete an In-House Application for any position he/she qualify for on the current job posting list.
3. When the employee's leave is over and if a vacancy in the employee's field does not exist the employee's position at Allied Services will be terminated effective the date of the expiration of the leave of absence.
4. Benefits will be reinstated the first of the month in which an employee returns to a benefit-eligible position following a leave of absence. For first time benefit-eligible employees, a 90 day waiting period must be satisfied.

VI. WORKERS COMPENSATION POLICY & PROCEDURE

A. Statement of Policy

All employees of Allied Services are covered under the terms of workers' compensation insurance which provides compensation for time lost for injuries and accidents on the job plus medical expenses and hospital care.

Any Allied Services employee that suffers a work related illness or injury will be provided access to medical care, hospitalization and wage loss benefits as provisioned in the Workers' Compensation Act. Allied Services is fully compliant with this law.

Employees out of work due to a work-related condition which qualifies for Family Medical Leave (FMLA) will be required to utilize FMLA entitlement concurrently. Refer to Part III FMLA for important employment and benefit information. Employees collecting workers' compensation benefits will not be allowed to use accrued Sick or Personal time while on leave. They will however, be able to use accrued Vacation and Holiday time.

Allied Services will grant, without pay or accrual of benefits, a medical leave of absence up to twelve (12) months to employees who have become disabled as a result of a work-related medical condition qualifying for benefits under the PA Workers' Compensation Act. In all cases, the need for a work-related medical leave must be verified in writing by a Posted Panel Provider from Allied Services panel or a designee thereof. Such verification shall include the effective date of

the leave of absence and anticipated date that the employee will be capable of returning to work.

A Certification of Health Care Provider Form should be used if possible.

B. Report of Incident

1. The PA Workers' Compensation Act provides disability and medical benefits, due to a work related condition, to an employee who incurs an injury arising in the course of his/her employment. For this reason, Allied Services requires that all accidents or injuries during working hours be reported immediately and definitely no later than twenty-four (24) hours.
2. Every accident or injury to employees during actual periods of work must be reported to the immediate supervisor. An Employee Accident Report is to be completed immediately and forwarded to the Corporate Risk Management Department. When the accident or injury is serious enough to call for more than routine first-aid treatment, employee will be referred to an Allied Services Posted Panel Provider or to a hospital emergency room if injury occurs after normal business hours.
3. ACCIDENT REPORT FORMS are needed to comply with federal safety regulations and the PA Workers' Compensation Act. Forms are available in all departments. Forms can be ordered from the Materials Management Department or printed off the Allied Services intranet. Forms must be filled out by the supervisor, signed by the injured worker and faxed to the Employee Health department immediately.

C. Compensation

1. In the event of a work-related injury, an employee is entitled to the payment of hospital and medical expenses as long as they are deemed reasonable necessary and casually related to the work injury.
2. By law, compensation is not payable for the first seven (7) days, but thereafter, the employee is entitled to benefits equal to approximately two-thirds of his/her average weekly wage. The employee will receive weekly wages less benefits based on the previous twelve (12) month earnings and Allied will provide a statement of wages to the carrier so that wages can be received within twenty-one (21) days of the loss.

If the claim is accepted, the first payment of compensation must begin no later than twenty-one (21) days after the date of the first treatment. If the disability exceeds two (2) weeks, the employee will be compensated retroactively for the first seven (7) days of disability.

3. Once he/she is collecting workers' compensation benefits, an employee may request in writing to be paid for any accrued vacation or holiday time remaining in bank.
4. If benefit sick time needs to be reinstated or "bought back", the amount of money reimbursed will be converted into the employee's current rate of pay. That conversion will produce the amount of time that will be reinstated in the employee's benefit bank. For example, if Human Resources receives a check for \$500.00 (employee's old rate of pay (\$5.00) X 100 hours used), the \$500.00 will be divided by the employees current rate of pay (\$10.00). Therefore 50 hours will be reinstated.

D. Physical Examinations

Allied Services reserves the right to have the employee examined by any member of its panel of Employee Health Physicians or a physician designated by Allied Services Workers' Compensation Insurance Carrier throughout the duration of a medical leave or upon return to work from a medical leave.

E. Accrual of Benefits

1. There is no accrual of benefits such as vacation, sick, personal, holiday days, bonuses, certificates etc. during a work-related medical leave.
2. Allied Services will continue to pay the medical insurance premium for a maximum of two (2) full months after the first date the injured worker is no longer able to work. Unless the employee qualifies for FMLA, refer to part III FMLA, employees are entitled to only one two (2) month period of health coverage continuation paid by Allied resulting from a workers compensation claim for any twelve (12) month period, provided employee returns to work in that calendar year.
3. When payment of employee group medical insurance is discontinued by Allied Services, the employee will be notified in writing by Human Resources and offered continuation of medical insurance on an employee-paid basis.

F. Return to Work: Full-Duty

1. Before an employee will be permitted to return to work, he/she must present to the Corporate Risk Management Claims Manager and the divisional Health and Safety Nurse written verification from his/her physician of record that he/she is physically capable of resuming his/her normal duties, with or without accommodations.
2. Upon written verification from the physician of record that the returned employee is able to resume all duties held prior to the disability, Allied Services will, if a vacancy exists, return the employee to the same position or a similar position as held at the time his/her leave began without any loss in

the employee's seniority. Allied Services does not guarantee the same job and work schedule as the employee had at the time the leave began. However, Allied Services will try to provide a comparable or, if possible, the same position as the employee held at the time the leave was approved at the same level of pay if such a vacancy exists. This policy is not, and should not, be construed as a guarantee of a return to work under these provisions.

G. Return to Work: Restricted-Duty

1. Occasionally an employee will be given permission by his/her physician to return to light duty from a work-related disability. Often, however, the employee may not yet be physically capable of performing all duties of the position he/she held when the disability occurred. In such cases it is the responsibility of the employee to notify the divisional Health and Safety Nurse and the Risk Management Claims Manager in writing of the physician's permission to return to work and of any restrictions upon the employee's activities.
2. Allied Services will make every effort to place the employee in a position suitable to his/her physical capabilities and individual job skills. (If a position of light-duty is not available in the employee's job classification, the employee is encouraged to explore other opportunities within Allied and will be assisted by the Risk Management Claims Manager) See Transitional Alternate Duty Policy #3.21 for more information on light-duty assignments.
4. Once an employee is released to return to work and a job is offered, the failure to accept a bona fide offer for work may be cause for a reduction in, or a termination of, workers' compensation benefits based upon the provision of the Workers' Compensation Act of the Commonwealth of Pennsylvania.
5. The need for extensions to work-related medical leaves must be verified in writing by the attending physician of record.
6. Benefits will be reinstated the first of the month in which an employee returns to a benefit-eligible position from a leave of absence. For first time benefit-eligible employees, a 90 day waiting period must be satisfied.