

**HUMAN RESOURCE GUIDELINES**

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**SUBJECT: Family and Medical Leave of Absence**

**GUIDELINE NO. 2003a**

**DATE OF ISSUE: 04/01/21**

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**PURPOSE**

Employees are eligible to take up to twelve weeks of unpaid family and medical leave (“FML”) within any twelve month period and be restored to the same or an equivalent position upon their return from the leaves provided they: (1) have worked for Stanley Black & Decker (SBD) for at least twelve months, and for at least 1,250 hours in the last twelve months; and (2) are employed at a worksite that has fifty or more employees within seventy-five miles. Time worked on assignment as a temporary employee will count towards FML eligibility.

The twelve month period in which twelve weeks of leave may be taken will be measured from the first date of an employee’s FML. To the extent state law may require additional protection or benefits for employees, including pregnancy, this policy shall be interpreted consistently with such requirements.

**REASONS FOR LEAVE**

Employees may take FML for any of the following reasons: (1) the birth of a son or daughter and in order to care for such son or daughter within 12 months of birth; (2) the placement of a son or daughter with them for adoption or foster care and in order to care for the newly placed son or daughter within 12 months of adoption or placement; (3) to care for a spouse, registered domestic partner, son, daughter, step-child or child of registered domestic partner, or parent (“covered relation”) with a serious health condition; or, (4) because of the employee’s own serious health condition.

**Leave related to active duty or call to duty.** Eligible employees may take up to 12 weeks of FMLA leave in a 12-month period to deal with “any qualifying exigency” that arises from a spouse’s, registered domestic partner’s, child’s or parent’s active duty in the Armed Forces, including an order or call to duty. The 12 weeks is reduced by leave for any other qualifying FMLA event during the 12-month period.

**Leave to care for wounded service member.** Eligible employees may take up to **26 weeks of leave** to care for spouses, registered domestic partners, children (including step children and children of registered domestic

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partners), parents or next of kin who are service members with serious illnesses or injuries incurred during active duty in the Armed Forces. This leave is **available only during one 12-month period and is combined with all other FMLA leaves** in that period, resulting in a maximum total leave entitlement of 26 weeks.

### **NOTICE OF LEAVE**

If an employee's need for FML is foreseeable, he or she must give SBD at least thirty days prior written notice. If this is not possible, the employee must give notice to SBD as soon as possible. Failure to provide such notice may be grounds for delay of leave.

Additionally, if an employee is planning a medical treatment, he or she must consult with SBD to attempt to schedule the treatment to avoid disrupting SBD's operations. Where the need for leave is not foreseeable, employees are expected to notify SBD within one to two business days of their learning of their need for leave, except in extraordinary circumstances. After notifying SBD of the need for leave, employees must contact SBD's Leave Administrator to initiate their leave request by calling or filing online. Details are available from Human Resources or at [ucentral.stanleyblackanddecker.com](http://ucentral.stanleyblackanddecker.com) under the Health Tab > Disability/FMLA.

### **MEDICAL CERTIFICATION**

When employees request leave, SBD's Leave Administrator will notify them of the requirement for medical certification and when it is due (generally, within fifteen days after you request leave). If an employee provides thirty days of notice for medical leave, he or she should also provide the medical certification form before the leave begins. Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided.

SBD, at its own expense, may require an examination by a second health care provider designated by SBD. If the second health care provider's opinion conflicts with the original medical certification SBD, at its own expense, may require a third, mutually agreeable health care provider to conduct a medical examination and provide a binding opinion. SBD may require subsequent medical recertification. Failure to provide requested certification within fifteen days, if such is practicable, may result in delay of further leave until it is provided.

### **REPORTING WHILE ON LEAVE**

If employees take leave because of their own serious health condition or to care for a covered relative, they must contact SBD on the first day of each month regarding the status of the condition and their intention to return to work. In addition, they must give notice as soon as possible if the dates of leave change or are extended or initially were unknown.

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**UNPAID LEAVE & USE OF ACCRUED PAID TIME OFF (“PTO”) TIME**

FML is unpaid. An employee who takes FML for his/her own serious health condition or child bonding may choose to use accrued but unused PTO time or diversity days in lieu of unpaid time but will not be required to use PTO time. An employee who takes FML for any other reason than his/her own serious health condition or child bonding will be required to apply accrued but unused PTO, unless otherwise restricted by law. Employees on FML may be eligible for short-term or long-term disability payments, and/or workers’ compensation benefits. PTO will not be substituted for unpaid time if the employee is receiving these payments. In no case can the substitution of paid leave time for unpaid leave time result in an employee receiving more than 100% of his or her base salary. The substitution of PTO for unpaid leave time does not extend the maximum FML leave period.

In all cases, an employee’s FML runs concurrently with other types of leave (such as STD, LTD and Workers’ Comp) unless prohibited by state or federal law.

<b>Type of FMLA Leave</b>	<b>Use of accrued PTO</b>
Own serious health condition	Employee choice
Bonding Leave	Employee choice
All Other	Required

**MEDICAL AND OTHER BENEFITS**

During an approved Family Medical Leave, Stanley Black & Decker will maintain your health benefits as if you continue to be actively employed and premiums will continue to be deducted from your paycheck. If you do not receive a paycheck from Stanley Black & Decker, you will be billed for your portion of the premium through Stanley Black & Decker’s direct bill vendor beginning the first of the month following the start of your leave. Your health care coverage will cease if your premium payment is more than thirty days late.

**INTERMITTENT AND REDUCED LEAVE SCHEDULE**

Leave because of a serious health condition, may be taken intermittently (in blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours you work in a workweek or workday) if medically necessary. You are required to report your intermittent time used to SBD’s Leave Administrator within 7 calendar days by web or phone. Details on how to report your time will be provided when you are approved for intermittent leave. In addition, you must also follow normal call out procedures to let your manager know that you are taking intermittent FMLA time. Failure to report your time could result in discipline, up to and including termination of employment: If leave is unpaid, SBD will reduce the employee’s salary based on the amount of time actually worked. In addition, while the employee is on an intermittent or

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reduced leave schedule, SBD may temporarily transfer such employee to an available alternative position which better accommodates his or her recurring leave and which has equivalent pay and benefits. SBD does not permit intermittent leave for child bonding unless otherwise required by law.

### **RETURNING FROM LEAVE**

If you're on a continuous leave due to your own serious health condition, you will be required to notify SBD's Leave Administrator, your supervisor, and/or HR representative at least two workdays prior to the date you plan to report for work. You will need to have your Health Care Provider complete a Fitness for Duty form and present the completed form to your supervisor and/or HR representative on the day you return to work. Employees failing to provide Fitness for Duty forms will not be permitted to return to work until it is provided.

Consistent with applicable law, if an employee fails to return to work upon expiration of an approved leave, he or she will be considered to have voluntarily resigned.

### **NO WORK WHILE ON LEAVE**

The taking of another job while on family/medical leave or any other authorized leave of absence may lead to disciplinary action, which may include termination of employment.

### **DOMESTIC PARTNER FMLA EQUIVALENT LEAVES OF ABSENCE**

If the employee has a Domestic Partner, they are entitled to take a leave equivalent to FMLA to care for their Domestic Partner or Domestic Partners child(ren) under the provisions of this policy that apply to married couples.

### **DENIED LEAVE OF ABSENCE (LOA) REQUESTS**

SBD's Leave Administrator will provide you with rationale for any denied LOA request(s). If you need help understanding the rationale for a denied leave, please contact SBD's Leave Administrator. They will be able to confirm if the leave decision is final or provide you with direction on how to resolve any denials related to incomplete paperwork or other deficiencies. If you feel a leave was denied in error, you should address your concern with the Leave Administrator as soon as possible.

### **ADDITIONAL INFORMATION**

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits of such laws will apply.

Employees should direct questions about the application or administration of this policy to their human resources representative.

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