

# Sickness/Disability Policy

Dominion Energy provides a Sickness/Disability benefit to allow employees paid time away from work when they are ill. Upon date of hire, this benefit provides Sickness/Disability pay for a number of weeks at 100% pay, based on years of service, then continues to pay 70% pay for a number of succeeding weeks after that. Once an employee uses all of their Sickness/Disability Benefits, employees may be eligible for the Company's Long-Term Disability program. The chart below shows the schedule of benefits for Sickness/Disability. The sickness benefit described on the table is granted for the entire period as indicated in years of service; not on a per year basis. However, this is subject to the refresh provision. (Further details are described in the Company Policy.)

Extended Employment Status will be granted during this extension period to employees as an option in the event that total weeks of pay continuation are exhausted. Employees on Extended Employment Status will not receive any pay continuation, but will be eligible to continue existing coverage in the health and welfare plans so long as the appropriate employee contributions are made. Existing participation in the Retirement and Savings Plans may continue. However, because pay will be discontinued, there will not be an employee contribution or Company match to the Savings Plan, or any credits to the Special Retirement Account.

Employees will be eligible to return to their job classification within the extended employment status period applicable to their years of service. Employees who cannot return to their job classification will be reinstated in accordance with Article 15.10 of the contract.

## **1. Intent**

To provide some financial security when an employee needs to miss work due to a personal illness or medical appointment or due to the illness/medical appointment of an immediate family member.

## **2. Applies to**

This policy applies to Union employees who are:

- Full-time
- Part-time (scheduled to work 1,000 hours or more in a calendar year)

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### 3. Sickness Benefits

#### Full-Time Employees

Years of Service	Pay Continuation 100% Pay**	Pay Continuation 70% Pay	Total Weeks	Extended Employment Status
0-4	4	22	26	
5-8	8	18	26	15
9-14	12	14	26	26
15-19	16	10	26	26
20-24	20	6	26	26
25 or more	26	0	26	26

#### Part-Time Employees\*

Years of Service	Pay Continuation 100% Pay***	Pay Continuation 70% Pay	Total Weeks	Extended Employment Status
0-4	2	11	13	
5-8	4	9	13	8
9-14	6	7	13	13
15-19	8	5	13	13
20-24	10	3	13	13
25 or more	13	0	13	13

\*Scheduled to work 1,000 hours or more per calendar year.

\*\*One week equals 40 hours.

\*\*\*One week equals 20 hours.

### 4. Absences charged against sickness/ disability

The table of sickness/disability benefits provided earlier will be used for the following types of absences.

- Absences due to personal illness or injury (excluding illnesses or injuries due to worker's compensation cases).
- Absences due to medical appointments.
- Absences to care for a sick dependent, includes absences due to medical appointments (see explanation in this policy under Dependent Care).

### 5. Timing of additional 100% leave benefit

The distribution of paid sick time between 100% pay and 70% pay will be adjusted on January 1 of the years when an employee reaches his/her 5th, 9th, 15th, 20th or 25th years of service.

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**Note:** The time available to the employee will be minus the sick time already taken, if the refresh provision has not restored full benefits.

## 6. Refresh provision

When an employee uses his/her sickness/disability benefit and then does not miss a full sick day within the next 182 calendar days (six months), the employee is restored to full benefits under the sickness/disability policy.

### Example:

- A full-time employee with three years of service misses January 12, through 16 of the current year due to sickness (5 days). At this point, the employee has three more weeks of sick pay at 100% and 22 weeks at 70%.
- The employee does not take another full day of sickness through July 17 of the current year (January 17 - July 17).

On July 18, the employee would have four weeks of sick pay at 100% and 22 weeks at 70% (full benefits). In other words, all the sick leave taken (in this example, 5 days) is restored and the employee has the same benefits as an employee who has not taken any sick leave.

The following sickness/disability absences do not count against the employee's refresh provision:

- Partial day absences due to personal sickness, e.g., an employee may come into work feeling well and then become sick during the day.
- Medical appointments that involve only partial day absences.
- Full or partial day absences for dependent care.

## 7. Substitution of vacation

An employee may use their vacation in order to be paid at 100% of pay when the employee uses all their sickness/disability time at 100% pay.

## 8. Dependent Care

Employees may use up to 24 hours (12 hours for eligible part-time employees) of sickness/disability benefits during each calendar year to care for a sick immediate family member and/or any medical appointments.

## 9. Definition of Immediate Family Member

For the purposes of this policy, immediate family member is defined as the employee's:

- Spouse

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- Child who is age 18 or younger, or who is older than 18 years and is incapable of self-care because of a mental or physical disability
- Parent or step-parent, or a person who stood in the place of a parent when the employee was a child under 18.
- **Note:** This does not include parent-in-law.

### **10. Employment Service Date**

An employee's employment service date will be used to calculate the pay distribution between 100% and 70% sickness/disability paid time. Every union full-time, part-time employee (1,000 hours or more per calendar year), will have an employment service date. This date will be the original hire date for employees with continuous service with the company. For employees with breaks in service, the employment service date will be based on the length of breaks in service. For details and examples of employment service date, please refer to the Employment Service Date policy.

### **11. Sickness/ Disability & FMLA Coordination**

Employees who use sickness/disability pay may qualify for job protected leave under the Family and Medical Leave Act (FMLA). If the absence is a FMLA qualifying event, certain provisions must be met to receive benefits under the FMLA. Please see the FMLA policy for more details.

### **12. Sickness/ Disability Pay Upon Rehire**

When a former employee is rehired, the employee's employment service date will be used to determine sickness/disability pay. Whether an employee will be able to apply their previous service towards entitlement will depend on the length of the break in service. The employee will not be subject to any waiting period before using previous service credit for sickness/disability pay. See the company's Employment Service Date policy for details on previous service.

### **13. Provisions for Employees on Sickness/ Disability**

When an employee is away from work on sickness/disability pay, the employee will continue to be treated as an active employee for the purposes of this policy. Therefore, the employee will continue to receive the same benefits as if he/she were working. Some of these benefits include:

- The employee continues to receive service credit.
- The employee is granted vacation on December 31, but the vacation is not available for use until the employee returns to work if not receiving pay. If receiving pay, vacation is available immediately after it is granted.
- The employee is granted applicable holidays when absent under the sickness/disability policy.
- The employee's time is coded as holiday pay, not as an absence due to sickness/disability pay.

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- If the employee is in a sick/no pay status, he/she will not receive pay for the holiday.

While an employee is receiving sickness/disability pay, the distribution of paid sick time between 100% and 70% pay will be adjusted if the employee's 5th, 9th, 15th, 20th or 25th year of service occurs. The change will occur on January 1 of the year where such an anniversary occurs. In some cases, the employee may currently be receiving 70% of pay if all benefits at 100% have been used. In these cases, the employee will begin to receive the additional benefits at 100% until fully exhausted.

### **14. Abuse of Sickness/ Disability Benefits**

Sickness/disability paid time is to be used appropriately. These benefits are not to be considered free days off. Any employee who is found to be abusing the company's sickness/disability policy, i. e., calling in sick but not really sick or not caring for an immediate family member, will be subject to disciplinary action, up to and including termination.

**Doctor's Note:** A doctor's note may be required when an employee is sick or has a doctor's appointment. Normally, the employee should be told that a note will be required in such circumstances.

### **15. Transitions Between Part-Time and Full-Time**

When calculating service credit for sickness/ disability benefits part-time (scheduled to work 1,000 hours or more per calendar year) and full-time service are treated equally. Therefore, when an employee transitions between part-time and full-time service, the employee's sickness/disability paid time is based on previous service regardless of the type of service.

#### **a. Part-time (scheduled to work 1,000 hours or more) to full-time transitions**

An employee transferring from part-time to full-time status will be granted the additional sickness/disability paid time upon transfer date. Therefore, the number of weeks of sickness/disability paid time will double at the transfer date. If an employee has used all their paid time at 100% or 70% of pay, the additional paid time will be available to the employee at transfer date.

#### **b. Full-time to part-time (scheduled to work 1,000 hours or more) transitions**

When an employee transfers from full-time to part-time status, sickness/disability paid time is not reduced to reflect a part-time work status until January 1 of the following year.

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### **16. Employees Who Exhaust Sickness/ Disability**

Employees who use all their sickness/disability paid time may be eligible for benefits under the company's Long Term Disability Program. If an employee is not eligible for the Long Term Disability Program, his/her individual situation will be reviewed by management.

### **17. Employees Removed From Payroll**

Upon termination of employment, no payment will be made for any unused sickness/disability paid time, regardless of the reasons for termination.

### **18. Changes to the Policy**

No changes affecting benefits shall be made in this policy unless by written agreement between the Executive Committee of the Union and the Company.

## **ACCIDENT BENEFITS**

### **Section 1: Amount of Benefits**

During total disability resulting from accidental injury or occupational disease arising out of or in the course of employment with the Company (which is subject to the provisions of a Worker's Compensation law) benefits will be payable to the disabled Employee beginning with the first full day of disability, in accordance with the schedule of benefits set forth below.

If an accidental injury incurred in the actual performance of the duties of the occupation is not subject to the provisions of any Worker's Compensation law, the Company will designate from time to time the Worker's Compensation law, which for purposes of this Article, will be considered as governing. In such cases payment of benefits and Worker's Compensation in accordance with the following schedule will be contingent upon the execution and delivery of such release and the taking of such other steps as may be required by the Company.

### **Schedule of Benefits**

- (a) A benefit which (together with Worker's Compensation payable for the same period) will equal normal earnings during the first 16 weeks of Total Disability.
- (b) A benefit which (together with Worker's Compensation payable for the same period) will equal two-thirds of normal earnings during the next succeeding 36 weeks of Total Disability.
- (c) A benefit which (together with Worker's Compensation payable for the same period) will equal the difference between the amount being paid for services currently rendered and normal earnings during the first 16 weeks of temporary partial incapacity.

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For temporary disability or incapacity extending beyond the above-mentioned periods and for permanent disability or death, compensation will be paid strictly in accordance with the requirements of the governing Worker's Compensation law. To the extent permitted by such law, however, the period for which compensation was paid under the above Schedule will be deducted.

### **Section 2: Successive Periods of Disability**

Successive periods of Total Disability due to the same cause, or partial incapacity due to the same cause, will be added together in determining the period during which benefits will be payable under the Schedule in Section 1.

### **Section 3: Medical Care and Treatment**

Medical, surgical, hospital and other treatment will be provided, as in the judgment of the physician selected by the Company is reasonable and necessary; however, arrangements for such treatment other than necessary first aid must be made with the prior approval of the Company. If the injured Employee fails to secure such prior approval, the allowances on account of such treatment may be limited (at the discretion of the Company) to that required by law.

### **Section 4: Accident Benefit Rules**

If an Employee is injured as a result of his reckless disregard for his own safety, or as the result of his failure to comply with a safety regulation of the Company, or if he fails to observe any of the following rules, the Company may deny all or part of the benefits otherwise payable under this Article:

- (1) When injured, an Employee must notify his immediate supervisor and follow instructions as to first aid treatment.
- (2) Give full and correct information regarding the accident and injury or disease to the Company.
- (3) Accept the medical services made available by the Company and follow the prescribed care and treatment.
- (4) Report to the physician selected by the Company to handle the case for treatment and redressing when instructed to do so.
- (5) Submit to such physical examination as may be deemed necessary by the physician selected by the Company.
- (6) Report to the Company (as instructed) before making any change in usual place of residence or address during disability.

### **Section 5: Changes to the Policy**

No changes affecting benefits shall be made in this policy unless by written agreement between the Executive Committee of the Union and the Company.