

## **NEW PARENT LEAVE AND PREGNANCY DISABILITY LEAVE POLICY**

If you have at least 12 months of service with Provident before the date you want to begin your leave, then you have a right to take up two (2) paid workweeks to care for your new child within one year of your child's birth, adoption, or foster care placement ("New Parent Leave").

If you are disabled by pregnancy, childbirth, or a related medical condition, you are entitled to take a paid pregnancy disability leave ("PDL") of six to eight workweeks depending on your period(s) of actual disability. PDL may include, but is not limited to, time for prenatal or postnatal medical appointments, doctor-ordered bed rest, "severe morning sickness," gestational diabetes, pregnancy-induced hypertension, preeclampsia, recovery from childbirth or loss or end of pregnancy, and/or postpartum depression. When medically necessary, leave may be taken on an intermittent or a reduced work schedule. Birth mothers are also entitled to up to an additional two (2) weeks of New Parent Leave. That is, PDL is in addition to New Parent Leave.

Provident will reasonably accommodate your medical needs related to pregnancy, childbirth, or related condition and transfer you to a less strenuous or hazardous position if it is medically advisable because of your pregnancy. You may request such reasonable accommodation, transfer, or PDL as necessary.

If you are eligible for FMLA leave, paid New Parent Leave and PDL will run concurrent with FMLA leave. Any remaining FMLA leave period (after New Parent Leave and PDL) may be unpaid consistent with the FMLA policy. (See FMLA Policy for additional information.)

When both parents eligible for leave are employed by Provident, Provident provides a combined total of up to 12 workweeks for both parents in the one-year period after the child's birth, adoption, or foster care placement. In such case, the parents [may/may not] take New Parent Leave and PDL simultaneously. For example, if the birth mother needs eight weeks off beginning November 1, she may take her eight weeks' PDL followed by two weeks' New Parent Leave. The other parent also may take two weeks' New Parent Leave. (See FMLA Policy for additional information regarding employees who both work for Provident.)

Special leave restrictions may apply to instructional (teaching) employees. Additional information regarding leave for instructional employees is contained in the FMLA Policy.

Provident may require medical certification from your health care provider before allowing for reasonable accommodation, transfer, or leave for your pregnancy-related disability. Employees returning from PDL will be required to obtain a release to return to work from their health care provider that the employee is able to resume work. This is a requirement of all employees returning from other types of medical leave. You will not be permitted to resume work until a release is provided.

If possible, you must provide at least 30 days' advance notice for foreseeable events (such as the expected birth of a child). Where practicable, you should also provide the estimated time and duration of the reasonable accommodation, transfer, or leave required. For events that are unforeseeable, you must notify Provident, at least orally, as soon as you learn of the need for the leave.

Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

[Taking New Parent Leave or PDL may impact certain of your benefits and your seniority date. Contact Provident's CEO for more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits.]

Provident prohibits and will not tolerate discrimination or retaliation against any employee or applicant because of that person's pregnancy or parental leave. Specifically, no one will be denied employment, reemployment, promotion or any other benefit of employment or be subjected to any adverse employment action based on that person's pregnancy or parental leave. In addition, no one will be disciplined, intimidated or otherwise retaliated against because that person exercised rights under this policy or applicable law.

Provident is committed to enforcing this policy against discrimination and retaliation. If you believe that you or someone else may have been subjected to conduct that violates this policy, you should report it immediately to the CEO.

**Acknowledgment of Receipt and Review**

I, \_\_\_\_\_ (employee name), acknowledge that on \_\_\_\_\_ (date), I received a copy Provident's NEW PARENT LEAVE AND PREGNANCY DISABILITY LEAVE POLICY and that I read it, understood it, and agree to comply with it. I understand that Provident has discretion permitted by law to interpret, administer, change, modify, or delete this policy at any time with or without notice. No statement or representation by a supervisor or manager or any other employee, whether oral or written, can supplement or modify this policy. Changes can only be made if approved in writing by the CEO of Provident. I also understand that any delay or failure by Provident to enforce any work policy or rule will not constitute a waiver of Provident's right to do so in the future. I understand that neither this policy nor any other communication by a management representative or any other employee, whether oral or written, is intended in any way to create a contract of employment. I understand that, unless I have a written employment agreement signed by an authorized Provident representative, **I am employed at-will and this policy does not modify my at-will employment status.** If I have a written employment agreement signed by an authorized Provident representative and this policy conflicts with the terms of my employment agreement, I understand that the terms of my employment agreement will control.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date]