



Employee Information Letter Military Leave of Absence

Date: _____

To: _____

Employee Number: _____

Envoy Ground Services (EGS) is proud to support the Armed Forces of the United States, and equally proud of its employees who courageously serve in our military. Federal law and Company policy guarantee your right to at least five years of unpaid military leave of absence in most circumstances. The purpose of this letter is to set forth Company policy with respect to military leaves.

Except where military necessity prevents you from doing so, **you must provide at least two weeks in advance written notice to your manager of your activation and assignment to military duty.** It is your responsibility to send us any extensions by fax or email. Please note that upon your return from military leave of absence of more than thirty (30) days, you must provide the Company with documentation that substantiates the entire length of your military duty.

Your requested **Military Leave of Absence** is scheduled to begin on _____ (date) and end on _____ (date). This letter outlines the effect your leave of absence will have and your responsibilities. Please read the letter carefully, then make a copy for yourself and return the original to your manager to keep in your personal file.

Badges (Security)

All identification cards remain the property of Envoy Ground Services and must be returned to the Manager upon the effective date of the leave of absence.

Credit Union

The Credit Union follows the “once a member, always a member” policy, and being on a leave of absence does not affect your membership. You should contact the Credit Union directly at (817) 963-6000 or (800) 533-0035 for information about your account or any existing loans you may have, since payroll deductions are not possible while you are on leave.

Holiday Pay During Leave of Absence

You will not receive holiday pay for the holiday(s) that occur during your leave of absence.



Paid Work While on Leave

Should you wish to do so, you are permitted to engage in paid work for another employer while on military leave from Envoy Ground Services, so long as the work does not violate Envoy Ground Services Policy. This means, for example, that you may not perform work for a direct competitor of Envoy while on military leave from Envoy Ground Services. Should you have any questions regarding a specific paid work opportunity, please contact your supervisor.

Reduction in Force

Envoy Ground Services does not discriminate on the basis of military service. At the same time, military leave of absence does not insulate employees from the effects of furlough or layoff. Where furlough, layoff, or reduction in force is based on seniority (in whole or in part), you will remain subject to furlough, layoff, or reduction in force as if you were actively employed. Similarly, to the extent you would otherwise have right of recall, you will be subject to seniority-based recall as if you had been continuously employed.

Reinstatement

Generally speaking, provided you are discharged from the military under honorable conditions and return to work within the time limits specified below, you are entitled to reinstatement with accrued seniority for up to a maximum of five years of combined, non-exempt military *service* (not military *leave*). This five-year maximum is not reduced by military service deemed exempt from the cap. The two most common types of exempt military service are: (a) National Guard and Ready Reserve weekend drills and training; and (b) military service related to a declared war or armed conflict. If you have questions pertaining to extensions of the five-year maximum period for military leave, please contact me.

For Military Leaves Less Than 31 Days:

You do not need to formally request reinstatement. Instead, you must report for work no later than the beginning of your next scheduled shift (or trip) *after*:

- 12:01 a.m. on the day after your release from military duty
- *plus* transportation time from your location at discharge from military service to your place of residence,
- *Plus* an additional 8 hours for rest.

Note that you are not required to report for work in the middle of a shift. Where the combined bulleted time periods above end after a scheduled shift has begun, you are permitted to report for work at the beginning of your next scheduled shift thereafter.



You will be reinstated to the position described below under “Seniority Accrual,” which in most cases will be the same position you held prior to beginning military leave.

For Military Leaves Longer Than 30 Days:

You will be provisionally reinstated to the position described below under “Seniority Accrual,” subject to you providing your supervisor with documentation showing that: (a) your discharge from military service was under honorable conditions; (b) your total combined periods of non-exempt military service do not exceed five (5) years; and (c) you requested reinstatement within the following deadlines (as measured by the date and time of your military discharge):

Apply within:

14 days
90 days
2 years

If:

Your military service was 31-180 days
Your military service was more than 180 days
You were hospitalized or convalescing from an injury sustained or aggravated while on active military duty

Please note that for some positions, you may be required to successfully complete a new background check and/or drug test according to federal and company regulations prior to returning to work.

Return from Leave

It is your responsibility to report for duty on the date established by the company. Failure to apply for reinstatement in accordance with the deadlines set forth above will trigger application of the Company's attendance policy.

Seniority Accrual

All Company, Employment, Occupational and Classification seniority continues to accrue during your leave and you will also be credited with any promotions that would have been reasonably certain had you not taken military leave. Please note that any promotion to which you are entitled will take effect only upon your return to work, and is not retroactive to any earlier date. When you return to EGS, your compensation upon resuming work will be in accordance with the salary scale for that position, seniority, and class of work, or at a rate of pay comparable to others with like seniority in comparable jobs.

Sick Time Accrual

Paid sick time does not accrue during a Military Leave of Absence. You will, however, retain your current sick time bank if you return to work, if applicable.



Vacation Accrual

Vacation does not accrue during a Military Leave of Absence. Should your military leave extend past December 31, accrued but unused vacation for this year will be treated in accordance with state law and Company policy*. In addition, you may elect to use any accrued vacation to cover some portion of your unpaid military leave, if applicable. Please notify your manager prior to beginning your leave if you wish to use paid vacation to cover any portion of your military leave.

Please note that if you elect to use accrued vacation to cover the beginning of your military leave, you will be considered an active employee until your vacation ends.

*If you are on a Leave of Absence, you will be paid for any unused vacation at the end of the year, if applicable. Contact your manager for your payment.

Please let me know if you need additional clarification, or if you have any questions.

_____ Manager Name

_____ Phone Number

This acknowledges my receipt as well as my understanding (subject to circumstances or situations that may arise) of the information outlined in this letter regarding my military leave of absence.

_____ Employee Signature

cc: Personnel File