

Supplemental Addendum on Leaves of Absence for San Francisco Employees

TITLE: Supplemental Guidance on Leaves of Absence for San Francisco Employees

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San Francisco employees

Purpose

The Leave of Absence Standard adopted by Stryker provides guidance regarding how Stryker handles certain leaves for eligible employees. The Leave of Absence Standard is designed to apply to all eligible employees. Because of unique aspects related to leaves of absence in San Francisco, this document provides supplemental guidance to the Leave of Absence standard that will ensure uniform administration of leaves of absence for Stryker San Francisco employees. Note that the Supplemental Addendum on Leaves of Absence for California Employees (CHR-OPS-Leaves 001.1) will also apply to San Francisco employees.

Scope

This Standard applies to all Stryker (“the Company”) employees working within the city of San Francisco, or who routinely perform work in San Francisco and whose work is directed and controlled in San Francisco.

Related documents

Leave of Absence Standard CHR-OPS-Leaves-001.

General requirements

This standard will identify the Company’s general policy and administration of employee leaves of absence that are covered by the San Francisco Paid Parental Leave Ordinance (SFPPLLO).

Procedure

1.0 San Francisco Paid Parental Leave Ordinance

- 1.1 Overview of Leave Provisions: In addition to leave under the Family and Medical Leave Act (“FMLA”), “Basic FMLA Leave” as described in CHR-Ben-001, employees who work within the city of San Francisco have additional leave requirements as dictated by SFPPLLO.
- 1.2 Under SFPPLLO law, SFPPLLO leave may be used for one of the following reasons:
 - 1.2.1 The birth, adoption, or foster placement of an employee’s child within 12 months following birth or placement of the child designated as bonding leave.
 - 1.2.2 To qualify for this leave, an employee must be employed 180 days prior to the start of the leave.
 - 1.2.2.1 For an employee who separates from employment prior to reaching 180 days of employment, his or her prior days of employment will count towards the 180 day eligibility period if that employee returns to work for the same employer within one year of their separation date.
 - 1.2.2.2 An employee who separates from employment after reaching 180 days of employment will not be required to complete a new 180 day eligibility period if rehired with the same employer within one year.

1.3 Covered employers shall provide employees with a copy of the San Francisco Paid Parental Leave form (PPL form) within a reasonable time after the employee tells the Stryker that they are in need of using SFPPLO.

1.3.1 San Francisco Paid Parental Leave (PPL form) can be located at www.sfgov.org/pplo or on the BIE for the Benefits team.

1.3.1.1 Covered employees must complete and submit the completed PPL form to their Benefits team along with their EDD form "Notice of Computation" (DE429D) for the Benefits team to calculate their SFPPLO benefit.

1.3.1.2 PPL form requires the signature of the employee that states they will reimburse the full amount of the SFPPLO if the employee voluntarily separates from employment within 90 days of the end of the employee's California Paid Family Leave (CAPFL).

1.3.1.3 Stryker designates that this leave can only be taken in a blocked leave of time. Intermittent leave is not available for bonding.

1.4 In the situation where we have both spouses employed by Stryker, we will make every effort to allow both San Francisco employees to have the same timeframe off and will review each request to determine the impact to the business at the time of the request.

1.5 Compensation during leave

1.5.1 Employees who work in San Francisco may be eligible for disability pay under California State Disability Insurance ("SDI") and/or Stryker's short term disability program. For any period that is not covered by disability benefits or Stryker Parental Leave employees must substitute accrued sick time during the leave and, if accrued sick time is exhausted, may substitute vacation time. Substitution of accrued paid time off runs concurrently with available unpaid leave, and will not extend the total leave of absence time.

1.5.2 Employees should apply for California State Disability insurance ("SDI") benefits if they are disabled due to birth. SDI forms are available from Stryker or your health care provider. Any SDI for which you are eligible will be integrated with accrued vacation, sick leave, or other paid time off benefits so that you do not receive more than 100% of your regular pay.

1.5.3 Stryker will make a good faith effort to make the first SFPPLO payment on the payday for the next full weekly or semimonthly pay period upon receipt of the Notice of Computation provided by the employee to the Benefits team

1.5.4 Any pay increases that are provided during this leave will be implemented at the time of return from leave of absence for the employee.

1.6 Benefits

For the approved leave term, the Company will maintain the employee's healthcare benefit coverage in accordance with applicable law. Any employee contributions to employee benefit plans must be maintained during the leave to continue coverage. If the employee fails to make such contributions, the Company may elect either to cancel benefits coverage (after 30 days) or to pay for the coverage and to obtain reimbursement by payroll deduction when the employee returns to work. The employee will be given notice of potential cancellation. An employee who fails to return from a leave may be obligated to reimburse the Company for the cost of Company-paid benefits.

1.6.1 The use of SFPPLO leave will not result in the loss of any employment benefit that accrued or was earned prior to the start of the employee's leave. The period of leave will be treated as credited service for purposes of all benefit accrual, accumulation, vesting or eligibility to participate in a benefit plan.

For any leave that is paid during the SFPPLO period, the employee will continue to receive voluntary benefit coverage (e.g. supplemental life insurance, employee stock purchase plan) according to the terms of the plan. All voluntary benefit coverage that the employee wishes to maintain during unpaid NJFLA leave is the responsibility of the employee. The employee will either make arrangements for

payments during the leave, or will reimburse the Company by payroll deduction at the conclusion of the leave, when appropriate.

1.7 Integration with other benefits

1.7.1 Pregnancy Disability Leaves of Absence and accommodations that require you to work a reduced work schedule or to take time off from work intermittently are unpaid. You may elect to use accrued sick leave and/or accrued vacation benefits during the unpaid leave of absence. However, use of paid time off will not extend the available leave of absence time. Vacation and sick leave hours will not accrue during any unpaid portion of the leave of absence, and you will not receive pay for official holidays that are observed during your leave of absence except during those periods when you are substituting vacation or sick leave for unpaid leave.

1.8 Return to work

1.6.1 If you and Stryker have agreed upon a definite date of return from your leave of absence or transfer, you will be reinstated on that date if you provide notice that you are able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, you will be returned to work within two (2) business days, where feasible, after you notify Stryker of your readiness to return.

1.6.2 Before you will be allowed to return to work following a leave of absence or transfer, you must provide Benefits with a certification from your health care provider that you can perform safely all of the essential duties of your position, with or without reasonable accommodation. If you do not provide such a release prior to or upon reporting for work, you will be sent home until a release is provided. This time before the release is provided will be unpaid.

1.6.3.1 You will be returned to the same position or duties upon the conclusion of your leave of absence or transfer unless:

1.6.3.2 You would not otherwise have been employed in the same position at the time you request reinstatement for legitimate business reasons unrelated to the leave of absence; or

1.6.3.3 Each means of preserving your job or duties would have substantially undermined Stryker's ability to operate the business safely and efficiently.

1.6.4 If Stryker cannot return you to your original job, it will offer you a comparable position provided that one exists and is available. However, you are not entitled to any greater right to reinstatement than if you had not taken the leave. For example, if an employee would have been laid off regardless of the leave, and there is no equivalent position available upon return from leave, then the employee will not be entitled to reinstatement. Additionally, if Stryker is unable to keep your position open because to do so would undermine the safe and efficient operations of Stryker, and if there is no equivalent position available at the time of the employee's return, reinstatement will be denied.

1.6.5 Failure to return to work at the conclusion of the leave of absence may result in termination of employment, unless you are taking additional leave provided by law or Stryker policy or Stryker has otherwise approved you to take additional time off.

Document revision history

Revision level	Revision date	Effective date	Reason and description of revision
1.0		July 1, 2017	Initial Issuance