

Leave of Absence – Military

Entergy system policy
Rev. 13.3 | 2/3/2025

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Our values

- safety
- teamwork
- always learning
- integrity
- respect

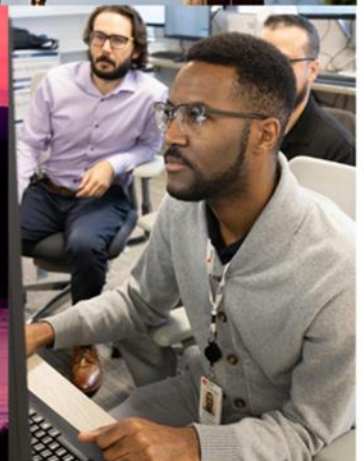


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Why do we need this policy?

1.1 What is the purpose of the Leave of Absence – Military Policy?

- The purpose of this Policy is to set forth the terms and conditions of Military Leaves of Absence and to prohibit discrimination in employment or retaliation against any individual on the basis of Service in the Uniformed Services of the United States, affiliation with an individual who has performed Service in the Uniformed Services of the United States, or participation in an action to enforce any person's rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 or under any applicable state military leave of absence law to the extent it does not conflict with or is not preempted by USERRA or other federal law.
- If anything in this Policy conflicts with federal law, or applicable state law, to the employee's detriment, then the law controls and applies.
- **If you have questions related to claims (leave requests) such as initiating, processing, and administering a request**, please contact the Leave Administrator at mySedgwick.com/Entergy or 844-601-7474. **If you have questions related to time entry, pay, or this Policy**, please contact the Employee Support Center at 844-ETR-Work.

1.2 What are our responsibilities?

- **1.2.1 The Director, Leave & Other Programs** is responsible for administering, interpreting, and maintaining this Policy.
- **1.2.2 The senior-most System Officer with responsibility for Human Resources** or his/her delegate has the ultimate authority and discretion to determine eligibility and to otherwise interpret all terms of the Policy.
- **1.2.3 The Manager, Leave Management** is responsible for:
 - Overseeing appropriate leave and time entries for approved Military Leave in the Company's time entry and human resource information systems; and
 - Overseeing the Claims Management Administrator including customer service levels and compliance.
- **1.2.4 The Leave Claims Management Administrator ("Leave Administrator")** is responsible for:
 - Processing and administering requests for leave under this Policy,
 - Working with, and providing guidance or information to, supervisors and employees regarding this Policy and, if necessary, escalating questions for response;
- **1.2.5 The Payroll Department** is responsible for processing Pay Differential Payments under this Policy.



- **1.2.6 Supervisors** are responsible for:
 - Communicating to the Leave Administrator any oral notice of Military Leave of Absence that their direct report has provided;
 - Supporting the Leave Administrator and providing the Leave Administrator with any information or concerns about the leave administration and/or return-to-work of any employee on Military Leave who reports directly to the supervisor;
 - Notifying the Leave Administrator of any developments or changes regarding an employee's status;
 - Monitoring accuracy of time entries, and making any adjustments and approving entries in the Company's time entry reporting systems; and
 - Notifying the Leave Administrator if the supervisor receives or has information that may reasonably cast doubt on the validity of the employee's request for Military Leave.
- **1.2.7 Eligible Employees** are responsible for:
 - providing their immediate supervisor and/or the Leave Administrator with sufficient advance notice of the need to take a Military Leave of Absence in accordance with [Section 2.8](#) of this Policy, unless giving sufficient advance notice is impossible, unreasonable, or precluded by military necessity;
 - in the event giving advance notice is precluded by one of the three exceptions mentioned above, providing notice of a Military Leave of Absence as soon as practicable;
 - providing timely notice of an intention to return to work in the manner specified in [Section 2.10](#) of this Policy; and
 - complying with the provisions of this Policy.
- **1.2.8 Employee Support Center** is responsible for:
 - Answering questions as they relate to this Policy and, if necessary, escalating questions for response;
 - Answering questions related to time entry and pay.
- **1.2.9 All Employees of Entergy** are responsible for immediately reporting known, suspected, or potential violations of this Policy by following the procedures described in the Entergy System Reporting Violations Policy.



What do we need to know?

2.1 Prohibition on Discrimination and Retaliation

All Entergy System Companies prohibit:

- **2.1.1** any form of discrimination or retaliation against any individual on account of his/her membership in, application for membership in, performance of, application for performance of, or obligation to perform Service in the Uniformed Services, or on account of affiliation with an individual who has performed Service in the Uniformed Services, and;
- **2.1.2** retaliation against any individual on account of his/her taking part in an action to enforce a protection afforded any person under USERRA or an applicable state military leave of absence law, testifying in connection with a proceeding under USERRA or an applicable state military leave of absence law, assisting or participating in an investigation involving USERRA or an applicable state military leave of absence law, or exercising any other right protected by USERRA or an applicable state military leave of absence law.

2.2 Providing Notice of Military Leaves of Absence

Eligible Employees shall provide advance notice of a Military Leave of Absence in accordance with [Section 2.8](#) of this Policy, unless the provision of such advance notice is impossible, unreasonable, or precluded by military necessity.

2.3 Pay Differential Payments

Pay Differential Payments are designed to supplement Eligible Employees' Military Pay so that, for the period provided below, certain Eligible Employees do not suffer losses in the Regular Rate of Pay received from their System Company Employers while engaged in Service in the Uniformed Services. Full-Time Eligible Employees are entitled to receive Pay Differential Payments in accordance with the remaining provisions of this [Section 2.3](#) in the event they are either voluntarily or involuntarily called into Service in connection with any activity subject to USERRA. Pay Differential Payments may also be made to Full-Time Eligible Employees providing other types of Service, such as active-duty state service, at the discretion of, and under the terms and conditions established by, the senior-most System Officer with responsibility for Human Resources.

- **2.3.1 Requesting Pay Differential Payments.** Employees seeking Pay Differential Payments shall comply with the procedures set forth in [Section 2.9](#) of this Policy.
- **2.3.2 Amount of Pay Differential Payments.** Pay Differential Payments will be based on an employee's regular work schedule and will be computed by subtracting the Eligible Employee's Military Pay from the Regular Rate of Pay received from his/her System Company Employer as of the day immediately preceding the commencement of the Military Leave of Absence.



- **2.3.3 Duration/Frequency of Pay Differential Payments.** Pay Differential Payments will be made only with regard to the period of time beginning with the commencement of the Military Leave of Absence and ending on the last day of the Military Leave of Absence, provided however, unless modified at the discretion of the senior-most System Officer with responsibility for Human Resources the period of time a particular employee receives Pay Differential Payments shall not exceed twenty-four (24) months out of any sixty (60) consecutive-month period.
- **2.3.4 Responsibility for Tax Liability.** Any tax liability resulting from Pay Differential Payments is the sole responsibility of the Eligible Employee receiving those payments.

2.4 Exclusion from Short Term Disability

If injured while on active military duty, the employee should work with their Uniformed Services agent for the initial injury as this is not a qualifying event for Short Term Disability.

2.5 Reemployment upon the Expiration of Military Leaves of Absence

In general, an employee returning from military leave will be re-employed in the position and seniority level that the employee would have attained had there been no military leave of absence. If necessary, the Company will provide training to assist the employee in the transition back to the workforce.

An Eligible Employee seeking Reemployment with an Entergy System Company following a Military Leave of Absence must submit timely notice of his/her intent to return to work within the following timeframes:

- Less than 31 days—report for reemployment at the beginning of the first regularly scheduled workday that would fall 8 hours after he/she returns home.
- 31 to 180 days—submit a request for reemployment no later than 14 days following completion of service.
- More than 180 days—submit for a request for reemployment no later than 90 days after completion of service.

If, due to no fault of the employee, reporting within that period is impossible or unreasonable, the employee must report or apply as soon as possible.

An Eligible Employee must also seek reinstatement in accordance with the procedures set forth in [Section 2.10](#) of this Policy and must meet the following conditions:

- S/he must have given advance notice of the Military Leave of Absence in accordance with this Policy, unless such advance notice was impossible, unreasonable, or precluded by military necessity;
- The cumulative total of his/her Military Leaves of Absence while an Eligible Employee must not have exceeded five (5) years, subject to the exemptions specified in [Section 2.6](#) of this Policy; and



- S/he must present proof, unless such proof is unavailable or does not exist, that his/her separation from the Uniformed Services (a) was not with a dishonorable or bad conduct discharge; (b) was not under less than honorable conditions; (c) was not a dismissal permitted under 10 U.S.C. § 1161(a); and (d) did not result from being dropped from the rolls pursuant to 10 U.S.C. § 1161(b).

The Reemployment of an Eligible Employee shall be implemented in accordance with the provisions of USERRA and the USERRA Regulations, and applicable state law to the extent it is more favorable to the Eligible Employee than USERRA and is not preempted by USERRA or other federal law.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in loss of reemployment rights.

2.6 Duration of Military Leaves of Absence

The rights under [Section 2.5](#) of this Policy will cease to be available to an employee when the cumulative length of the employee's Military Leaves of Absence exceeds five years, except that the following types of Service in the Uniformed Services are excluded in calculating the employees' cumulative length of Military Leaves of Absence:

- Service required beyond five years to complete an initial period of obligated Service;
- Service from which a person, through no fault of the person, is unable to obtain a release within the five-year limit (e.g., members of the Navy or Marine Corps whose obligated Service dates expire while they are at sea or Service members who are involuntarily retained on active duty beyond the expiration of their obligated Service date);
- Required training for reservists and National Guard members (e.g., two-week annual training sessions and monthly weekend drills mandated by statute);
- Service under an involuntary order to, or to be retained on, active duty during domestic emergency or national security related situations;
- Service under an order to commence, or to remain on, active duty (other than for training) during a war or national emergency declared by the President of the United States or the United States Congress;
- Active duty (other than for training) by volunteers supporting operational missions for which selected reservists have been ordered to active duty without their consent;
- Service by volunteers who are ordered to active duty in support of a critical mission or requirement, as declared by one or more of the Secretaries of the various Uniformed Services, in times other than war or national emergency and when no involuntary call up is in effect; and
- Federal Service by members of the National Guard called into action by the President of the United States to suppress an insurrection, repel an invasion, or to execute the laws of the United States.



2.7 Operation of Law and Policy Interpretation

- **2.7.1** To the extent any of the provisions of this Policy conflict with existing law, including USSERRA and the USERRA Regulations, those provisions of this Policy shall be null and void and of no effect; however, the remaining provisions of this Policy shall remain unaffected.
- **2.7.2** This Policy is intended to conform to USERRA and the USERRA Regulations, and any ambiguity in this Policy shall be interpreted, where possible, in a manner that is consistent with USERRA and the USERRA Regulations.
- **2.7.3** This Policy also is intended to conform with any applicable state military leave of absence law to the extent such state law is more favorable to the Eligible Employee than USERRA and does not conflict with or is not preempted by USERRA or other federal law.
- **2.7.4** Other issues regarding an Eligible Employee's Reemployment (including other rights and Benefits) that are not specifically addressed in this Policy shall be governed by the provisions of USERRA, the USERRA Regulations, any other applicable federal law, and any applicable state military leave of absence law to the extent it is more favorable to the Eligible Employee than USERRA and is not preempted by USERRA or other federal law.

2.8 Providing Notice of Military Leave of Absence

An Eligible Employee should when feasible provide advance notice of a Military Leave of Absence at least thirty (30) days prior to the commencement of the Military Leave of Absence, unless providing advance notice is excused because it is impossible, unreasonable, or precluded by military necessity. If providing thirty (30) days advance notice is impossible, unreasonable, or precluded by military necessity, the employee should provide the notice as far in advance of the Military Leave of Absence as is reasonable under the circumstances. An Eligible Employee may provide this notice by informing his/her immediate supervisor of the Military Leave of Absence and, where feasible, should notify the Leave Administrator

2.9 Requesting Pay Differential Payments

An Eligible Employee requesting Pay Differential Payments shall complete the required documentation from the Leave Administrator within 45 days of returning from leave or prior to the end of the calendar year, whichever is earlier. For example, if the employee returns from leave on April 1st, then a request for pay differential must be submitted by May 15th. If the documentation needed to process Pay Differential Payments is not available until after the commencement of a Military Leave of Absence, an Eligible Employee may submit the documentation when it becomes available but no later than 45 days from the commencement of the leave directly to the Leave Administrator in order to expedite Pay Differential Payments. **Pay Differential Payments will not be made to an Eligible Employee until the required documentation has been submitted to the Leave Administrator.** The Payroll Department will



make every effort to process Pay Differential Payments within two weeks of receiving the information required to be provided by the Eligible Employee.

2.10 Requesting Reemployment

An Eligible Employee returning from a Military Leave of Absence is entitled to Reemployment provided the provisions set forth below and in [Sections 2.5](#) and [2.7](#) of this Policy have been met.

- **2.10.1** All Eligible Employees seeking Reemployment following a Military Leave of Absence of 31 days or more shall provide documentation showing that his/her application for Reemployment is timely, his/her cumulative Military Leaves of Absence have not exceeded the five-year time limit set forth in [Section 2.5](#) of this Policy, and his/her separation from Service was other than disqualifying under the provisions set forth in [Section 2.5](#) of this Policy. In the event that an Eligible Employee cannot provide satisfactory documentation because it is not available or because it does not exist, the inability to provide that documentation will not disqualify him/her from Reemployment. However, if, after Reemployment, documentation becomes available showing that one or more of the requirements for Reemployment were not met, then:
 - The System Company Employer may terminate the employment of the Eligible Employee, effective as of the date that the System Company Employer becomes aware that the Eligible Employee did not meet the requirements for Reemployment, and
 - Any rights or Benefits that were conditioned upon the employee's Reemployment shall be forfeited, and the employee's rights and Benefits shall be determined as though the employee failed to return to work or to submit notice of his/her intent to return to work within the applicable time period described below.
- **2.10.2** An Eligible Employee seeking Reemployment following a Military Leave of Absence shall do so in the manner and within the time period described below, or within the time period provided under applicable state military leave of absence law to the extent it is more favorable to the Eligible Employee than USERRA and is not preempted by USERRA or other federal law.
 - Military Leave of Absence of less than 31 days or for a period of any length for purpose of a fitness examination. An Eligible Employee whose Military Leave of Absence lasted less than 31 days or was for purposes of a fitness examination, regardless of the length of the leave, must report to his/her work with his/her System Company Employer by the beginning of the first regularly scheduled workday that begins on the next calendar day following completion of service, after allowance for safe travel home from the military duty location an 8-hour rest period. If, due to no fault of the Eligible Employee, reporting back to work within the time set forth herein is impossible or unreasonable, the Eligible Employee must report back to work as soon as possible thereafter.
 - Military Leave of Absence of more than 30 days but less than 181 days. An Eligible Employee whose Military Leave of Absence lasted more than 30 days but less



than 181 days must request reemployment following Military Leave from the Leave Administrator no later than 14 days after the completion of the Eligible Employee's Military Leave of Absence. For purposes of calculating this 14-day period, the first day to be counted is the day after the calendar day on which the Military Leave of Absence ended. If the 14th day falls on a day when the offices of his/her System Company Employer are not open, or there is otherwise no one available to accept the request for reemployment, the time for submitting the request for reemployment is extended until the next business day. If, due to no fault of the Eligible Employee, it is impossible for him/her to request reemployment within the time set forth in this paragraph, the Eligible Employee must submit a request for reemployment as soon as possible thereafter.

- Military Leave of Absence in excess of 180 days. An Eligible Employee whose Military Leave of Absence lasted over 180 days must request reemployment from the Leave Administrator no later than 90 days after the completion of the Eligible Employee's Military Leave of Absence. For purposes of calculating this 90-day period, the first day to be counted is the day after the calendar day on which the Military Leave of Absence ended. If the 90th day falls on a day when the offices of his/her System Company Employer are not open, or there is otherwise no one available to accept the request for reemployment, the time for requesting reemployment is extended until the next business day. If, due to no fault of the Eligible Employee, it is impossible for him/her to request reemployment within the time set forth in this paragraph, the Eligible Employee must request reemployment as soon as possible thereafter.
- Extension of Deadlines in the Event of Disability. In the event that an Eligible Employee is precluded from seeking Reemployment following a Military Leave of Absence within the deadlines set forth above due to a disability incurred or aggravated during Service in the Uniformed Services, the deadlines will be extended for up to two years after the end of the Military Leave of Absence while the Eligible Employee is hospitalized for or convalescing because of such disability.

2.11 Arranging for Employee Contributions to Savings Plans

An Eligible Employee who has been Reemployed following a Military Leave of Absence and who wishes to make up missed elective deferrals to the Savings Plan in which such Eligible Employee is eligible to participate should contact the Leave Administrator upon Reemployment. All repayments must be made within the time provided in USERRA and the USERRA Regulations.



2.12 Contact the Entergy Ethics Line

All Employees, agents and contractors of Entergy shall immediately report known, suspected, or potential violations of this policy by following the procedures described in the Reporting Violations Policy. That includes reporting the matter to the online Entergy Ethics Line or by calling **1-888-257-ETHIC (3844)**.



If you are unsure of whether to contact the Ethics Line, use the [Should I call the Ethics Line decision tool](#) to guide you in finding the best company resources to discuss and report issues.

Helpful information

Terms to know

- **Active Military Duty (or active duty)** - Full-time duty in the active military service of the United States. It includes such Federal duty as full-time training duty, annual training duty, and attendance, while in the active military service, at a school designated as a service school by law or by the Secretary of the military department concerned. Persons in the Reserve or National Guard are not full-time active duty military personnel, although they can be deployed at any time should the need arise.
- **Benefits** - Any advantage, profit, privilege, gain, status, account, or interest (other than wages or salary for work performed) that accrues by reason of an employment contract or agreement or an employer policy, plan, or practice and includes rights and benefits under a Retirement Plan, a Health Plan, an employee stock ownership plan, insurance coverage and awards, bonuses, severance pay, supplemental unemployment benefits, vacations, and the opportunity to select work hours or location of employment.
- **Brief or Nonrecurrent Position** - A position of employment that cannot reasonably be expected to continue indefinitely or for a significant period of time.
- **Eligible Employee** - An employee of an Entergy System Company who is employed in other than a Brief or Nonrecurrent Position and who: (a) is absent from his/her position at an Entergy System Company on account of Service in the Uniformed Services; (b) is seeking Reemployment with an Entergy System Company following a Military Leave of Absence; or (c) has returned to work at an Entergy System Company following a Military Leave of Absence.
- **Entergy, Entergy System Company, or Company** - Entergy Corporation and all of its subsidiaries and affiliates in which Entergy Corporation has a direct or indirect majority ownership interest.
- **Full-Time Eligible Employee** - An Eligible Employee who is regularly scheduled to work an average of at least forty (40) hours per week for an Entergy System Company and who receives regular pay from an Entergy System Company payroll.



- **Military Leave of Absence** - The time period in which an Eligible Employee is absent from work at an Entergy System Company as a result of Service in the Uniformed Services. The maximum cumulative duration of Military Leaves of Absence for which any Eligible Employee will be allowed the rights is set forth in [Section 2.5](#) of this Policy.
- **Military Pay** - The Regular Rate of Pay received by an Eligible Employee as compensation for Service in the Uniformed Services plus any supplemental pay or additional allowances (e.g., basic allowance for subsistence, incentive pay, hardship pay) provided to the Eligible Employee by the Uniformed Services while the Eligible Employee is performing Service in the Uniformed Services.
- **Part-Time Eligible Employee** - An Eligible Employee who is not classified as a Full-Time Eligible Employee but who is regularly scheduled to work an average of at least twenty (20) hours per week for an Entergy System Company and who receives regular pay from an Entergy System Company payroll.
- **Pay Differential** - The difference between an Eligible Employee's annual Regular Rate of Pay from his/her System Company Employer at the time s/he begins a Military Leave of Absence and the Military Pay paid to the Eligible Employee by a branch of the Uniformed Services for duties performed by him/her while on a Military Leave of Absence.
- **Pay Differential Payment** - Payments made by a System Company Employer to an Eligible Employee whose leave qualifies for Pay Differential Payments under [Section 2.3](#) of this Policy.
- **Retirement Plan** - Any plan, as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974 (ERISA), that provides retirement income to employees or defers employee income for a period extending to or beyond the termination of employment. Retirement Plans include defined benefit plans, defined contribution plans, and profit-sharing plans.
- **Policy** - This Leave of Absence - Military Policy.
- **Reemployment or Reemployed** - The return to employment with an Entergy System Company by an Eligible Employee upon the expiration of an Eligible Employee's Military Leave of Absence. The right to Reemployment is subject to the terms and conditions set forth in [Section 2.5](#) of this Policy.
- **Regular Rate of Pay** - An Eligible Employee's base monthly earnings, excluding all discretionary and non-discretionary bonuses, overtime compensation, incentive compensation, commissions, and other types of supplemental pay.
- **Savings Plan** - Any of the Savings Plan of Entergy Corporation and Subsidiaries, the Savings Plan of Entergy Corporation and Subsidiaries VIII and the Savings Plan of Entergy Corporation and Subsidiaries.
- **Service or Service in the Uniformed Services** - The performance of duty on a voluntary or involuntary basis in a Uniformed Service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, National



Guard duty under federal authority, a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform such duty, a period of time for which a person is absent from employment for the purpose of performing funeral honors duty as authorized by 10 U.S.C. § 12503 or 32 U.S.C. § 115, service in the Commissioned Corps of the United States Public Health Service (PHS), service as an intermittent disaster-response appointee upon activation by the National Disaster Medical System (NDMS), and service as a participant in an authorized training program of the NDMS. With regard to an applicable state military leave of absence law to the extent it does not conflict with or is not preempted by USERRA, or other federal law, “Service” or “Service in the Uniformed Services” also shall mean active state duty, active state duty training, inactive state duty training, and active state duty by a member of the National Guard activated by competent state authority.

- **System Company Employer or Employer** - The Entergy System Company that is the payroll employer of an Eligible Employee.
- **Uniformed Services** - means the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the Commissioned Corps of the Public Health Service, the commissioned officer corps of the National Oceanic and Atmospheric Administration, System members of the National Urban Search and Rescue Response System during a period of appointment into Federal service under section 327 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, intermittent personnel who are appointed into Federal Emergency Management Agency service under section 306(b)(1) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5149(b)(1)) or to train for such service, and any other category of persons designated by the President in time of war or national emergency. With regard to an applicable state military leave of absence law to the extent it does not conflict with or is not preempted by USERRA or other federal law, “Uniformed Services” shall mean an applicable state National Guard, state militia or other state military force.

Other useful documents

Entergy System Policies & Procedures

- [Break in Service](#)
- [Employment and Benefits Management](#)
- [Leave of Absence – Family and Medical Leave](#)
- [Leave of Absence - Short-Term Disability](#)
- [Reporting Violations](#)
- [Time Entry and Pay](#)
- [Vacation](#)

Code of Entegrity



Collective Bargaining Agreements - For Eligible Employees covered by a collective bargaining agreement, Military Leaves of Absence will be governed by any applicable terms in the contract and by law.

The Employee Retirement Income Security Act of 1974 (ERISA)

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended, 38 U.S.C. §§4301-34.

USERRA Regulations – The final regulations promulgated by the Veterans’ Employment and Training Service of the Department of Labor, published at 20 C.F.R. Part 1002 (§§1002.1 through 1002.314).

10 U.S.C. §1161 – Commissioned officers – limitations on dismissal.

10 U.S.C. §12503 – Ready reserve – funeral honors duty.

32 U.S.C. §115 - Funeral honors duty performed as a Federal function.

Need more information?

If you have questions related to claims (leave requests) such as initiating, processing, and administering a request, please contact the Leave Administrator at mySedgwick.com/Entergy or 844-601-7474.

If you have questions related to time entry, pay, or this Policy, please contact the Employee Support Center at 844-ETR-Work.

If you have questions related to your benefits, please contact the Entergy Total Reward Center at www.energytotalarwards.com or **1-888-259-3463**.

To see the revision details of prior versions of this Policy, view the [System Policy Revision Log](#). For prior versions of the Policy, contact the ethics and compliance department (ethics@entergy.com).

Approvals

Title: Leave of Absence – Military	Last Revision: 2/3/2025	Rev. 13.3
Subject Matter Expert: Teresa Gray	Responsible Officer: Kathryn Collins, Chief Human Resources Officer	Approved By: Kathryn Collins



This Policy applies to any and all Employees of any Entergy System Company, unless otherwise expressly excluded.

This Policy covers Employees who are represented by a union, except that any conflicting terms of employment in a collective bargaining agreement or other agreement reached with the union(s) shall control. Also, at certain Entergy facilities that were acquired by purchase, agreements have been reached to maintain or establish temporary policies that will be applied to certain employees at the facility in lieu of this Policy. In such cases, the Employee should contact the Leave Administrator for guidance and the applicable policy or procedures.

Nothing contained in this Policy should be construed to suggest that employees of a particular subsidiary or affiliate of Entergy Corporation are also Employees of Entergy Corporation or any other affiliate or subsidiary of Entergy Corporation. Moreover, this Policy does not create any employment relationship between any person and any Entergy System Company, nor does this Policy confer any contractual right to any person to become or remain an Employee of an Entergy System Company for any definite term or time period.