



Marmon Holdings, Inc.  
A Berkshire Hathaway Company



# EMPLOYEE HANDBOOK

5398 US HIGHWAY 11

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## Message from Marmon Holdings, Inc. Chairman

On behalf of everyone at Marmon, welcome to our team! You have joined a strong, growing, global organization that consists of more than 100 autonomous manufacturing and service companies. These businesses operate within market-focused groups that we call sectors.

Marmon's portfolio of businesses has been developed over many decades. It all started in 1953, when two brothers from Chicago, Bob and Jay Pritzker, acquired their first industrial company. Bob, my former boss, went on to run Marmon for half a century.

In 2008, the Pritzker family sold Marmon to Warren Buffett's Berkshire Hathaway, giving Marmon a home within one of the world's largest, most successful, and most respected companies. The morning after announcing the agreement for Berkshire to acquire Marmon, Warren said in a television interview that "Marmon is our kind of company."

He was right. Marmon has much in common with Berkshire – starting with financial strength and high ethical standards. Also, both companies were built largely via acquisition, and both value entrepreneurial leaders and local autonomy. And, like Berkshire, Marmon buys and runs businesses with a long-term focus in mind.

If Marmon were a stand-alone public company, we would have a secure spot in the middle of the Fortune 500 list of the largest U.S. corporations. By any meaningful financial standard, Marmon is a successful group of companies, but numbers tell only part of the story.

Marmon's focus is to achieve sustainable, profitable growth by growing the top line (our revenue), growing the bottom line (our operating income), and growing our people. This focus reflects Marmon's six core values:

- **Trust:** We trust our people to make the right decision for the business – every time – no matter how difficult the decision may be.
- **Ethics:** We insist on high integrity from everyone in the organization. At Marmon, ethical conduct is non-negotiable. There can be no exceptions.
- **People:** People make the difference! Marmon's decentralized organization relies heavily on individuals with the aptitude and attitude to drive our success, and we are committed to attracting and retaining the needed talent – like you.
- **Entrepreneurship:** Our managers are given great freedom and responsibility to run a Marmon business as if it were their own. This high level of autonomy and accountability requires leaders who possess not only exemplary skills but also exemplary character.
- **Innovation:** Wherever we have a strong competitive position in a growing market that meets a critical need for the customer, we earn the right to win. These are the best opportunities for our investments in research and development.
- And, finally, **Fun:** Everyone in our organization is expected to work hard and deliver results. At the same time, we want everyone to enjoy what they do and find personal fulfillment in their work.

## Message from Marmon Holdings, Inc. Chairman

Our goal is to provide you – and every employee -- with the opportunity to contribute to the team in a meaningful way and build a rewarding career. Again, welcome to Marmon!

Angelo V. Pantaleo  
Chairman & CEO  
Marmon Holdings, Inc.

## Introduction

This Human Resources Policy and Practice Manual (the “Manual”) is designed to familiarize you with our policies and practices for employees and to help answer questions you may have about Fontaine Heavy Haul (“the Company”). Depending on the context of the situation, reference in this manual to the “the Company” means Fontaine Heavy Haul. This document may be updated periodically, and new and/or updated policies and practices will be distributed as appropriate. Most of your questions that are not covered in this manual can be addressed with your Manager/Supervisor or by your Human Resources Representative. This manual is not a contract for employment. All U.S. employees of the Company are employed on an at-will basis, with both parties having the right to terminate the employment relationship at any time, with or without cause or notice. No Manager or Supervisor, other than the Chairman & CEO, has the authority to enter into any employment agreement with any U.S. employee of the Company for any specified period which may alter the at-will employment status of an employee. Further, any such authorized employment agreement must be in writing to be enforceable.

All policies, practices and procedures described in this Manual may be changed, modified or discontinued without prior notice at the Company’s sole and complete discretion. It is the intent of the Company to be at all times in compliance with applicable acts, laws and regulations. Therefore, to the extent any policy conflicts with an applicable law, the Company will adhere to its legal obligations, despite the existence of a written policy.

This Manual updates and supersedes all previous verbal or written policies, practices, understandings or agreements concerning the conditions of your work and employment with the Company. Any revisions to this Manual will be made in writing.

[Additionally, this policy and practice manual is subject to the terms of any applicable collective bargaining agreement and does not change employees’ status under the National Labor Relations Act or alter the status of the bargaining relationship the Company has with any applicable union in any way. Where there are differences between this policy and practice manual and the collective bargaining agreement, the collective bargaining agreement will control.]

### Equal Employment Opportunity

The Company is an Equal Employment Opportunity employer and is committed to providing a work environment that is free of discrimination against employees and applicants on the basis of any factor prohibited by applicable laws and regulations, including, but not limited to: race, color, religion, sex, age, national origin, ancestry, disability, sexual orientation, marital status, veteran status, military status, genetic information, citizenship status, arrest record, pregnancy, gender expression or identity, or any other factors prohibited by law. The Company's policy is to hire and promote qualified individuals from within, when possible, based upon their ability to perform, to accommodate reasonable requests (in the sole discretion of the Company) for each qualified individual with a disability or a sincerely held religious belief except when such accommodation would impose an undue burden upon the Company, and to comply in this respect with all applicable laws and regulations.

The Company's Equal Employment Opportunity policy applies to all employment practices. It is the Company's policy to base all employment-related decisions on principles of equal employment opportunity. In particular, it is the Company's policy:

- To recruit, hire, promote, reassign, compensate and train highly qualified individuals without regard to any legally protected basis such as those listed above;
- To administer all personnel actions such as compensation, benefits, transfers, scheduling, layoffs, returns from layoffs, sponsored education, training and educational assistance, social and recreational programs, without regard to any basis listed above;
- To accommodate reasonable requests relating to religion or disability, where necessary and feasible, except where such accommodations would impose an undue burden upon the Company;
- To provide a workplace free of harassment.

It is the Company's intention to adhere to both the letter and the spirit of the laws which are intended to further the principle of equal employment opportunity. Managers/Supervisors are accountable for maintaining the Company's Equal Employment Opportunity practices and to promptly notify Human Resources of incidents in violation of this policy. Employees are expected to cooperate with this policy by refraining from discriminatory actions or statements, as well as actions or statements which may be interpreted as discriminatory.

Employees may report a violation of this policy to their Manager/Supervisor, department management, local human resources department. Employees also have the option to register such complaints to the Berkshire Hathaway Ethics and Compliance Hotline (800-261-8651). The Company will investigate all

## Business Practices

allegations and will take appropriate corrective action if warranted. Complaints brought under this policy will be promptly investigated and handled with due regard for the privacy and respect of all involved. Retaliation for reporting violations of this policy in good faith or participating in any investigation is strictly prohibited.



### **Open Door**

The Company maintains an Open-Door Policy that encourages employees to bring to the attention of the Company any ideas, suggestions, recommendations or other issues that they feel are important to improve the Company, its operations or its services.

Employees who have input with regard to a Company policy or practice should bring it to the attention of the immediate Manager/Supervisor or local Human Resources Representative. The Company strives to encourage a culture of open communications that provides everyone with an opportunity to be heard and have matters resolved timely and without fear of incrimination or penalty. Information regarding issues brought forward will be treated confidentially to the extent possible and will be divulged only with those who have a business need to know.

### Respectful Workplace

The Company is committed to providing a respectful and productive work environment and will not tolerate verbal, visual, written or physical conduct that harasses, disrupts, or interferes with another's work performance or which creates an intimidating or hostile work environment. This type of conduct can be verbal, visual, written, physical, or electronic and it will not be tolerated.

Any form of harassment, whether because of one's race, color, religion, sex, age, national origin, disability, sexual orientation, gender identity, marital status, veteran status, military status, genetic information, citizenship status or any other factors prohibited by law, is strictly prohibited. The Company also prohibits all acts of violence, threats, or threatening actions by or toward any Company employee. These prohibitions apply to both the workplace and to other work-related settings such as business trips and business-related social events. If an employee fails to comply with our harassment policy, it will result in corrective action, up to and including termination of employment.

**Harassment** – Harassment is defined as any unwelcome verbal, visual, written or physical conduct, which creates an intimidating or hostile work environment. Some examples include, but are not limited to the following: derogatory comments or jokes regarding a person's race, color, age, religion, sex, national origin, sexual orientation, disability, marital status, veteran status, citizenship status, or any other factor prohibited by law or the distribution or display of written or graphic materials which have the same effect.

**Sexual Harassment** – Sexual Harassment is defined as unwelcome verbal, visual or physical conduct of a sexual nature when (1) submission to or rejection of this conduct by an individual is made a condition of continued employment/services or is used as a factor in decisions affecting hiring, retention, evaluation, promotion, wages, assigned duties, shifts or other conditions of employment or employee development; or (2) this conduct unreasonably interferes with an individual's work or creates an intimidating or offensive work environment. The Company may at any time, and without notice, expand its policies with regard to identifying behaviors constituting sexual harassment.

Examples of sexual harassment may include, but are not limited to:

- Unwelcome sexual flirtations, touching, advances, jokes, questions or propositions;
- Demands for sexual favors;
- Verbal abuse of a sexual nature;
- Graphic or suggestive comments about an individual's dress or body;
- Sexually degrading words to describe an individual;
- Sexually suggestive or insulting sounds or gestures, including whistling;
- The creation, transmittal, viewing, storing or display in the workplace of sexually suggestive objects, pictures, electronic images or words.

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### Regarding Bullying

The Company defines bullying as persistent, malicious, unwelcome, severe and pervasive mistreatment that harms, intimidates, offends, degrades or humiliates an employee, whether verbal, physical or otherwise, at the place of work and/or in the course of employment. The Company promotes a healthy workplace culture where all employees are able to work in an environment free of bullying behavior.

The Company considers the following types of behavior to constitute workplace bullying. Please note, this list is not meant to be exhaustive and is only offered by way of example:

- Staring, glaring or other nonverbal demonstrations of hostility;
- Exclusion or social isolation;
- Excessive monitoring or micro-managing;
- Work-related harassment (work-overload, unrealistic deadlines, meaningless tasks);
- Being held to a different standard than the rest of an employee's work group;
- Consistent ignoring or interrupting of an employee in front of co-workers;
- Personal attacks (angry outbursts, excessive profanity, or name-calling);
- Encouragement of others to turn against the targeted employee;
- Sabotage of a co-worker's work product or undermining of an employee's work performance;
- Stalking;
- Unwelcome touching or unconsented-to touching;
- Invasion of another's person's personal space,
- Unreasonable interference with an employee's ability to do his or her work (i.e., overloading of emails);
- Repeated infliction of verbal abuse, such as the use of derogatory remarks, insults and epithets;
- Conduct that a reasonable person would find hostile, offensive, and unrelated to the employer's legitimate business interests.

The Company may at any time, and without notice, expand its policies with regard to identifying behaviors constituting bullying behavior.

### Regarding Dating

The Company prohibits Managers/Supervisors from dating any subordinate in their chain of command. Such relationships can be disruptive to the work environment, create conflict or the appearance of a conflict of interest, and lead to charges of favoritism, discrimination and claims of sexual harassment. While the Company has no desire to interfere with the private lives of its employees, or their off-duty conduct, where such conduct impacts the work environment in a negative manner (such as noted

## Business Practices

above, but not limited to the situations described above), the Company reserves the right to take whatever action is appropriate in regard to such instances. All employees are required to self-report the commencement of any such relationship to allow the Company to take appropriate measures to remove any potential conflict or perceived conflict. This may include, but is not limited to, transferring, if possible, one of the individuals so that a supervisor-subordinate relationship no longer exists. If no such alternative position is available, termination of employment of one of the involved employees may be required.

### **Regarding Nepotism**

The Company prohibits family members from being in any reporting relationship that may cause a conflict of interest to occur. As described more fully in Marmon Policy 1, employees must disclose and receive advance written approval of any potential conflicts of interests, which would include any immediate family relationship or other private interest that interferes, or reasonably appears to interfere, with the Company's interests. Employees must self-disclose any potential reporting relationship that may conflict with this policy prior to any hire or transfer, to the extent possible. If such a circumstance currently exists, the involved Manager/Supervisor is required to immediately notify their local Human Resources Representative so that appropriate action can take place, and each case will be managed based on its own circumstances. This action may include, but is not limited to, transferring one of the individuals, if possible, so that the manager-subordinate relationship no longer exists.

### **Violence and Threats of Violence**

Any and all acts of violence, threats or threatening actions by or toward any Company employee will not be tolerated. Prohibited conduct includes any act of physical aggression and/or statement, which could be perceived as intent to cause physical harm, sabotage or destruction of property. This prohibition includes, but is not limited to: menacing gestures, stalking, possessing or bringing weapons on Company premises (or at any Company sponsored events), verbal and physical abuse or other aggressive, injurious and destructive actions against employees, contractors, visitors, guests, vendors, customers or other individuals conducting Company business or on Company premises (or at any Company sponsored events) or the commission of, or attempted commission of, any violent act on the Company's premises or the threat of such an act. If instances noted occur, the Company will take immediate corrective action, up to and including termination of employment. Commission of these acts may also result in criminal prosecution by government authorities.

When possible, you should seek assistance before intervening in a violent situation. If, however, you are confronted by a violent or potentially violent situation, you are expected to take all reasonable steps to avoid harm to yourself or others, which may include contacting law enforcement if appropriate.

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All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable. Reports of threats may be maintained confidentially to the extent maintaining confidentiality does not impede the Company's ability to investigate and respond to the report. All threats will be promptly investigated, and employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat, in good faith, under this policy.

An employee who is the recipient of a threat made by an outside party should follow the steps detailed in this section. It is important for the Company to be aware of any potential danger in the workplace, as the Company wants to take effective measures to protect everyone from the threat of a violent act by an employee or a third party.

### **Reporting a Complaint**

If you believe the words or actions of a Manager/Supervisor, another employee or a third-party person (client, vendor or consultant) constitute a violation of this Respectful Workplace policy regardless of severity, you must report the situation as soon as possible. Such report or complaint should be made to your Manager/Supervisor, department management, local Human Resources Representative, Sector Human Resources leader, Chief Human Resources Officer, or a member of the executive management team. Employees may also register such complaints to the Berkshire Hathaway Ethics & Compliance Hotline at 800-261-8651.

Do not assume that the management of the Company is aware of the offending behavior. Although not required, it is preferred that such complaints be made in writing, with as many details included as possible to facilitate a thorough and effective investigation. Anonymous complaints are discouraged because of the serious implications of harassment allegations, the difficulties associated with an investigation of an anonymous complaint, and the questions of credibility involved. Your confidentiality will be protected to the extent possible. Prompt reporting of any violations is essential, as delays in reporting may impact the accuracy and effectiveness of any investigation. Managers and Supervisors who become aware of any incident are required to immediately report such incident to Human Resources, even if the involved employee has requested that the Manager or Supervisor not take any action.

### **Investigations of a Complaint**

Complaints under this policy are to be managed and investigated by the Human Resources Department promptly.

## Business Practices

If a complaint is about a member of the Human Resources Department, the complaint should be reported to the President of the Company.

Complaints are taken seriously and will be fairly, timely and thoroughly investigated. The merits of the complaint will be evaluated based upon the results of the investigation and the particular circumstances. Confidentiality will be maintained to the fullest extent appropriate given the circumstances. Appropriate corrective action will be taken, as necessary. The complainant (if known) will be given a general description of the results, subject to appropriate restrictions on confidentiality.

### **Protection against Retaliation**

The Company will not in any way retaliate against an individual who makes a good faith complaint or report under this policy or provides information related to such complaint or report, nor permit any employee to do so. Retaliation is a serious violation and must be reported immediately, whether it relates to you or someone else in the workplace. Any employee who is found to have retaliated against another employee for making a report or complaint in good faith under this policy will be subject to corrective action, up to and including termination of employment.

### Safety in the Workplace

We consider safety in the workplace to be of primary importance. We demonstrate our dedication to this philosophy in the daily conduct of our operations. Employees are expected to comply with any facility or location-specific workplace policies, as well as statutory laws regarding health and safety.

The Company promotes safe activities designed to eliminate accidental bodily injury and property damage and to control the costs resulting from such losses. We provide and maintain a safe working environment and protect our property from loss by controlling exposures and eliminating hazardous activities and conditions, which can adversely affect our operations, our employees, our contractors, our vendors, our customers and the public.

You must immediately report any safety concerns to your Manager/Supervisor, local Human Resources Representative, or local Safety Representative.

If you believe you have been instructed to perform an unsafe act, or to violate any safety regulation (legal or company), you should report the matter immediately to your Manager/Supervisor or local Human Resource Representative. If you are injured or are involved in, or witness, an injury or accident, you must immediately report the injury or accident to your Manager/Supervisor or local Human Resources Representative. In addition, you must notify your Manager/Supervisor or local Human Resources Representative when taking medication that may adversely affect your ability to perform your job.

### Weapons

The Company prohibits all employees from possessing any weapons of any kind in the workplace, while engaged in activities for the Company, and at Company-sponsored events. For purposes of this policy, the workplace is defined to include the Company's buildings, vehicles, equipment, and outdoor areas.

As used in this policy, the term "weapons" includes:

- Guns.
- Knives (with the exception of a pocketknife with a blade no longer than 2.35 inches).
- Explosives.
- Any item with the potential to inflict harm that has no common purpose.

The above list is illustrative only, and not exhaustive.

Employees who believe an employee, temporary employee, applicant, visitor, or contractor is in violation of this policy should follow the complaint procedure set forth in the Respectful Workplace section above.



## Employee Responsibility

### Attendance

Predictable and reliable attendance is an essential component of every position in the Company. All employees are expected to work on every scheduled day during their agreed scheduled time. Repeated unplanned absences or unavailability negatively impact our business operations. Being absent or unavailable may not always be avoidable. When this happens, properly notify your Manager/Supervisor prior to the start of the workday. Additional attendance expectations and/or rules may be implemented by department management as appropriate.

If you are a non-exempt employee, you should not report to work more than 15 minutes prior to the start of your scheduled start time unless specifically requested to do so by your Manager/Supervisor.

### Attendance Points

- Each newly hired associate begins with eight points.
- Each absence occurrence deducts 1 point from the associate's point total.
- Each tardy and each leave early deducts 1/2 point from the associate's point total.
- Absences of 1-3 days is counted as 1 occurrence.
- Absences of 3 or more consecutive days will be counted as each occurrence. If an absence is greater than 3 days & related to a medical condition, it will be counted as 1 occurrence with a doctor's excuse that must be provided. An absence of 3 or more days may qualify under the Family Medical Leave Act.
- A tardy is failure to clock in before the schedules shift start time or failure to return from any authorized break time.
- All absences are considered unexcused unless covered elsewhere in this manual such as bereavement, holiday, and jury duty.
- All tardiness and early leaves are unexcused except on occasions when supervisors release an associate early due to lack of available work.
- One point is automatically added to an associate's point total for perfect attendance during each calendar month. Perfect attendance means the associate worked all scheduled hours with no absences, tardy, or incidents of leaving early. An associate may accrue up to a maximum of 16 points.

- When an associate's point total is reduced to three there will be a documented coaching session between the associate and supervisor. This procedure will be repeated at 2 points.
- When the associate's point total has reached one or less (but not zero), there will be a third and final documented coaching session between the associate, supervisor, and human resources.
- When the associate's point total reaches zero, the associate will be terminated from employment at Fontaine Heavy Haul.
- Associate may request available vacation days in case of absence. Use of vacation days for absences must be communicated to their supervisor either prior to or on the day of the absences. Vacation days may be acquired by calling the supervisor prior the start of the scheduled shift on the day of absence unless there are extenuating circumstances.

### **Return to work after absence of 3 days or more**

If you have been absent from work for 3 days or more due to an illness or injury, we may require a doctor's statement for you to return to work.

### **Job Abandonment**

No-show or no-call absences lasting 3 consecutive working days will be treated as a voluntary resignation of your employment with the Company, subject to the provisions of the leave policies in this Manual.

### Smoking and E-Cigarettes

Marmon is committed to providing a safe and healthy working environment for employees. Employees need to work in an environment free of tobacco smoke or secondary emissions from electronic nicotine delivery systems (also known as e-cigarettes, e-cigars, e-hookahs and e-pipes). Smoking or using electronic nicotine delivery systems, as well as the use of chewing tobacco, is prohibited inside Company facilities, vehicles and equipment.

Employees who choose to smoke or use any electronic nicotine delivery system must do so in designated areas and must keep their smoking breaks to a minimum and at a time that does not interfere with business operations.

## Employee Responsibility

### Drug-Free and Alcohol-Free Workplace

The Company is committed to providing a work environment that is free from substance (alcohol and drug) abuse. In doing so, we reduce the potential for accidents and provide greater safety for both our employees and guests. The following is strictly prohibited on Company property or elsewhere while doing work-related activities:

- The use, possession, or being under the influence of alcohol, controlled substance, or other intoxicant;
- The use, possession, manufacture, sale, transfer, distribution of illegal substances, or drug paraphernalia; and/or
- Reporting to work, or performing any work-related activities intoxicated, under the influence of any illegal substance, and/or the misuse of legal drugs.

For safety purposes, employees must notify their immediate supervisor if they are taking a prescription or over-the-counter medicine which may affect their ability to perform job duties.

Any employee involved in the above prohibited conduct will be subject to discipline, up to and including termination of employment.

Any employee who is charged under a criminal drug statute must notify the Company of a pending charge and any related status concerning that Charge. Additionally, any employee who is convicted of a criminal drug statute must notify the Company no longer than five (5) days after the conviction.

When circumstances warrant, in order to verify compliance with this policy, the Company reserves the right to inspect any and all personal property or other items used or intended to be used in connection with the conduct of Company business. An employee's work area, desk, and similar areas are also subject to inspection. Items believed to be prohibited may be confiscated. Failure to cooperate with the inspection process will result in discipline up to and including termination of employment.

This policy does not prohibit the consumption of alcohol, in moderation, at business-related social functions that take place outside of the employee's normal working hours.

This policy does not prohibit the possession or use of a legal drug which is taken under the supervision of a licensed healthcare professional, provided that: (1) the drug is prescribed by a licensed healthcare professional; (2) the drug is used at the dosage recommended or prescribed; and (3) the taking of the drug or possible side effects of such medication does not adversely impact the safe or effective performance of the employee's normal job duties or pose a safety risk to others.

## Employee Responsibility

Substance abuse tests may be scheduled under the following conditions, in consultation with Human Resources and subject to applicable law:

- (a) Pre-Hire: Post-offer pre-employment drug screening will be conducted as the final process before a new employee is hired. Unless contrary to applicable law, if a candidate fails the screening, the offer of employment will be revoked.
- (b) Post-Accident: When an employee is involved in an on-the-job accident requiring any involved employee to receive the attention of professionally trained medical personnel, or when an employee is involved in a motor vehicle accident occurring during the conduct of Company business, regardless of whether the employee is driving a Company-owned or leased vehicle or a privately owned vehicle, and regardless of which driver is at fault.
- (c) Reasonable Suspicion: When any employee's conduct, during work-related activities, would compel their Manager/Supervisor to believe that said employee is under the influence of alcohol and/or drugs.
- (d) Return to Work: When an employee is returning to work after treatment for any chemical dependency, the Company reserves the right to test such employees on a random basis for two (2) years following their return to work.

Employees who test positive in drug and/or alcohol tests or who refuse to participate in such evaluations and/or tests will be subject to disciplinary action, up to and including termination. .

The Company believes that substance abuse problems can be treated successfully if the individual involved sincerely wants to correct the problem. As a result, employees who voluntarily come forward before testing positive for drugs/alcohol, and seek rehabilitation, may be afforded the opportunity to take a Medical Leave of Absence while undergoing treatment. Employees may contact their Manager/Supervisor and/or local Human Resources Representative in order to start this process. An employee's decision to seek prior assistance will not be used against the employee in any disciplinary proceeding. However, using such services will not be a defense to avoid corrective action where facts proving a violation of this policy are obtained outside of such assistance.

Employees should be aware that medical expenses resulting from treatment for drug or alcohol abuse or addiction may be considered covered medical expenses under certain Company-provided medical plans, and the Company encourages Employees to seek treatment. Before entering any treatment program, it is recommended that the insurance carrier for the Company-provided medical plan be contacted to determine whether the program and treatment are recognized as covered medical expenses.

The Company also provides employees with a confidential Employee Assistance Program ("EAP"). This program provides support in managing everyday challenges at work and home, as well as more serious issues involving emotional and physical well-being. For information or to speak to an EAP counselor, you can phone 888-293-6948 or visit [workhealthlife.com/Standard3](http://workhealthlife.com/Standard3).

### Background Checks and Criminal Offenses

As part of the hiring process, the Company conducts post-offer background checks to determine whether any convictions render revocation of a job offer appropriate. Further, as part of the post-offer pre-employment screening process, the Company verifies employment and education credentials as provided by prospective employees. If a prospective employee falsifies any information on their resume and/or employment application, the job offer will be rescinded. If such information is discovered after the employee has begun working, the employee will be terminated immediately.

Once employed, employees are required to immediately report to local Human Resources if any of the following occur:

1. Conviction of any criminal offense (other than a minor traffic offense)
2. Plead guilty to any criminal offense (other than a minor traffic offense)
3. Plead no contest to any criminal offense (other than a minor traffic offense)
4. Receive a suspended sentence related to any criminal offense (other than a minor traffic offense)
5. Are arrested for or under pending prosecution for any criminal offense (other than a minor traffic offense).

The Company requires disclosure of this information to consider any potential impact on Company operations and its workplace. The Company will consider the nature of the offense, the status of the legal proceedings, employee availability to continue to work, and other relevant circumstances to determine what, if any, employment action will be taken (which may include discipline, reassignment, suspension or termination). Failure to report offenses required by this policy may also result in disciplinary action, up to and including termination.

### **Salary Philosophy**

The Company makes pay determinations based on a number of factors, which includes market data, internal data, education, required skills and demand. The Company does not require applicants to provide wage history as a condition to application of employment. Candidate salary history will not be a factor in hiring or salary decisions, whether for new hires or internal candidates.

### **Marmon Policies**

In addition to the policies set forth in this Manual, as the Company is a member of Marmon Holdings, Inc., employees of the Company must be aware of and abide by a set of policies that have been established for all member companies. Policy 1 (Marmon Prohibited Business Practices Policy and Code of Business Conduct and Ethics) and Policy 2 (Marmon Invention, Confidentiality, Communications, IT and Respectful Workplace Policy) and any subsequently implemented policies applicable to all member companies are specifically incorporated into this Manual as policies of the Company. Copies of the current versions of Policies 1 and 2 are included in an Appendix to this Manual. Policies 1 and 2 may be modified from time to time, in the Company's sole discretion and, in the event of such modification, will be distributed to employees.



## Employee Responsibility

### Discipline

The Company does not adhere to any rigid discipline system. In general, Supervisors and Managers are afforded discretion to manage employees in the manner deemed appropriate. Depending on the circumstances, various counseling methods will be used, and no specific steps of discipline are required. Employees and supervisors are encouraged to maintain an ongoing dialogue regarding performance, outside of normal performance review cycles.

Some employee conduct or policy violations are serious enough to warrant immediate discharge, which may not include prior notice or time to correct or improve. The following list is not meant to be all inclusive, but rather to be representative of the kinds of offenses that occur on the Company premises or a Company-sponsored event which may result in immediate termination.

- Any violation of Marmon's Drug and Alcohol-Free Workplace Policy, including the use of illegal drugs and/or alcohol while on duty, either on Marmon's premises or elsewhere.
- Driving on Company business with a revoked or suspended driver's license or while being classified as "noninsurable."
- Fighting, threatening, or attempting damage to Company property or bodily injury to a co-worker, any representative of management, a customer, vendor or guest.
- Insubordination, such as failure or refusal to perform reasonable work assignments and/or follow management work directives or policies.
- Possession or use of any weapon or explosive, etc.
- Theft or dishonesty of any kind.

## Employee Responsibility

### Personal Appearance

Discretion and good judgment on the part of the employees in their style of dress and personal appearance are essential to maintaining a professional image. Employees are expected to dress in a professional manner appropriate to their working environment.

Uniforms are encouraged & provided to the employee at no cost after 90 days of employment.

[Where applicable, employees are expected to wear the appropriate personal protective equipment and/or company-branded apparel as determined by local leadership. Where there are no such requirements, discretion and good judgment on the part of the employees in their style of dress and personal appearance are essential to maintaining a professional image. Employees are expected to dress in a professional manner appropriate to their working environment.]

### **Mail and Other Property**

Use of the Company office as your personal mailing address and use of Company postage for personal mail is prohibited.

All business equipment and workspace are the property of the Company. The Company reserves the right to have access to and search employee workstations, computers, company-owned electronic devices, lockers, desks and any other work or storage space, furniture or equipment in situations in which the Company determines such searches to be necessary. Thus, employees should not have an expectation of privacy, even if they have desk or locker keys, passwords, combination locks or access codes. Where feasible, the employee may be present during such a search.

## Employee Responsibility

### Social Media Policy

With today's technology, people have more ways to share information more quickly than ever before. Social media including individual or multi-user blogs, microblogs (i.e., Twitter, Instagram, etc.), networking sites (Facebook, LinkedIn, etc.), video-posting sites (e.g., YouTube), theme-based image collections (e.g., Pinterest) and others encourage the free and fast flow of information and opinions. This opportunity for instant, global communication carries with it the need for thoughtful judgment and mature conduct.

This policy outlines the Company's expectations for employee participation in social media where such participation relates to the Company or its employees.

**Follow the Company's usual standards for conduct.** Employees are expected to behave in a professional manner in all business activities, including all internal and external communications.

- The standards that apply to work-related use of communications technology including email, voicemail and the Internet apply equally to the use of social media relating to the Company or its employees.
- As always, be respectful to all concerned, including colleagues, customers, suppliers and competitors. While social media may seem more informal in tone, such communication still should be approached in a professional and courteous manner.
- Social networking must not interfere with your work responsibilities. Social networking of a personal nature during work hours should be limited.

**Make it clear when your communications are on your own behalf, not on the Company's behalf.** If you are communicating about the Company or any of its operating entities, but not on the Company's behalf, make that point clear in your social communications. Please note the following:

- Adhere to Company policies and procedures about behavioral standards and standards regarding the disclosure of information. Remember that it is NEVER acceptable to disclose non-public information about the Company or its operating entities.
- Include the following disclaimer: "The views expressed on this [blog, website, etc.] are my own and do not reflect the views of my employer."
- Use a personal email address (not your Company email address) as your primary means of identification.
- If your views are inconsistent with the Company's, or might negatively affect the Company's reputation, you should clearly state that your statements are your own and not made on behalf of the Company. However, the U.S. Federal Trade Commission specifically requires that employees clearly and conspicuously disclose their Company connections when posting

## Employee Responsibility

favorable comments about the Company's products or services, because knowledge of an individual's employment likely would affect the weight or credibility accorded to his or her endorsement. Any errors or omission of relevant information reflect poorly on the Company and may result in liability for you and/or for the Company.

- Nothing in this policy is intended to prohibit employees from communicating in good faith about wages, hours, or other terms and conditions of their or their co-workers' employment.
- You are personally responsible for your actions. If you are in doubt about the appropriateness of a post, do not post it.
- If you have any concerns, contact Marmon's Vice President of Communications at 312-845-5343
- Failure to adhere to these standards could result in liability for you and/or the Company.

**Go through channels in response to any negative comments.** If you see any derogatory comments about the Company, avoid the temptation to react yourself. Instead, please inform Marmon's Vice President of Communications at 312-845-5343.

**As with the Company's other policies and procedures, any deviation from this policy may be subject to disciplinary action,** up to and including termination. However, if anything in this policy is inconsistent with an in-force Collective Bargaining Agreement between the Company and its employees or any subset of employees, the Collective Bargaining Agreement controls.

### **News Media Policy**

Marmon's reputation can be positively or negatively affected by the quality of information provided to the public. It is important that such information be communicated through a single source to help ensure accuracy, consistency and appropriateness. Therefore, all news media inquiries to the Company headquarters should be referred to the Communications Department.

## Employee Responsibility

### Outside Employment

Employees are expected to treat their employment with the Company as their sole employment focus. Outside employment must not conflict with the employee's work at the Company or require any work during the employee's normal working hours with the Company.

Further, employment with any competitor of the Company (or its affiliates) or employment that creates a conflict of interest is strictly prohibited.

### Meal Breaks for Nonexempt Employees

Nonexempt employees who are scheduled to work at least 7.5 hours must take a meal break of at least 20 minutes and no more than 60 minutes, beginning no later than 5 hours after the employee starts work. Nonexempt employees should schedule their meal break together with their supervisor/manager.

Meal breaks are intended to provide nonexempt employees an opportunity away from work. Nonexempt employees are not permitted to perform any work during their meal break. Employees are encouraged to take their meal break away from their work area.

Nonexempt employee's meal breaks are auto deducted from their normal scheduled shift time. Uninterrupted meal breaks do not count as hours worked and are unpaid. Nonexempt employees who perform work during their meal break must correct their time entries to record the time spent working during their meal break.

Supervisors and managers are prohibited from requiring or encouraging nonexempt employees to perform work during unpaid meal breaks. Nonexempt employees should immediately report to the Human Resources Department any supervisor or manager who encourages or required employees to perform work during unpaid meal breaks.

Nonexempt employees who do not take a meal break as scheduled, take unauthorized meal breaks, or take longer meal breaks than permitted, may be subject to discipline, up to and including termination.



### Workplace Accommodations

Pursuant to the Company's commitment to Equal Employment Opportunities, the Company seeks to provide reasonable workplace accommodations required as a result of one's disability, pregnancy, or due to a sincerely held religious belief. Employees who require accommodations should notify Human Resources or their immediate supervisor with such request. In some instances, verification of the accommodation needs, and appropriate alternatives may be required of the employee's health care provider (in the event of a disability-related accommodation request), or a religious leader (in the event of a religious-based accommodation request). Employees should not presume the Company is aware of the accommodation need and should initiate a request with as much information as possible to facilitate review of the request. Not all accommodation requests can be approved, but the Company will engage in a good-faith interactive process to explore available effective options. In some circumstances, the Company may offer alternative accommodations that may be less costly or burdensome to the Company, if such alternative would appropriately address the Employee's need.

### **Lactation Breaks**

The Company will provide any employee who is a nursing mother a reasonable amount of break time to accommodate the need to express breast milk for the employee's infant child. If possible, this break time shall run concurrently with any meal and/or rest break time already provided and should avoid undue interference with work responsibilities. Lactation breaks are paid provided they do not exceed normal break periods of 5 to 20 minutes. Longer breaks may be unpaid.

The Company will make every reasonable effort to provide employees with the use of a room or other location (other than a toilet stall) close to the employee's work area for the purpose of expressing milk in private. The room or location may include the place where the employee normally works, so long as that location is private.

## Employment Practices

### Immigration Compliance

In compliance with the Immigration Reform and Control Act of 1986, the Company is committed to employing United States citizens as well as non-citizens who are authorized to work in the United States. As a condition of work, each new employee must properly complete, sign and date the first section of the U.S. Citizenship and Immigration Services (USCIS) – Employment Eligibility Verification Form (I-9) and supply valid documentation that establishes identity and employment eligibility.

The form must be completed on the first day of employment, and I-9 supporting documents (or receipt showing application has been made for a replacement document) must be provided to your local Human Resource Representative on the first day of employment. If a receipt for replacement documents is presented, actual documents must be provided within 90 days of an employee's hire date.

In the event an employee is unable to provide proper documentation within the first three days of employment, their employment will be terminated.

The Company participates in E-Verify and will provide the federal government with your I-9 information to confirm that you are authorized to work in the U.S. If E-Verify cannot confirm that you are authorized to work, the Company will provide written instructions with governmental contact information to resolve the issue before adverse employment action may occur. E-Verify will only be used following acceptance of the job offer and completion of the I-9.

### Personnel Records

Personnel files are Company property and the Human Resources Department is responsible for protecting the confidentiality of these files.

Access to personnel files is limited to the following individuals: current employees or others as required by law, and third parties where required by judicial orders, subpoenas and law enforcement requests. Performance-related documentation is available to management with a need to know (e.g., overall performance, performance counseling), including the employee's current Manager/Supervisor and Managers/Supervisors considering an employee for a position.

If you require access to your personnel file, contact your local Human Resources Representative.

## Employment Practices

### Employment References

All requests for references or verification of employment should be directed to Human Resources. Your local Human Resources Representative will verify, upon written request, current or former employees' dates of employment and position or position(s) held. The Company does not provide letters of recommendation.

## Employment Practices

### **No Solicitation / No Distribution**

In order to maintain and promote efficient operations, maintain security and protect employee privacy, the Company has established the following policies pertaining to solicitation and distribution of written, recorded or other materials.

Unless otherwise specifically approved by your local Human Resources Representative, employees are not permitted to solicit on behalf of any cause or organization during their working time or during the working time of the employee(s) to whom such activity is directed.

Further, employees may not post, distribute or circulate any written, recorded, electronic or other tangible material during their working time or during the working time of the employees to whom such activity is directed or in any work areas at any time. In this regard, employees are prohibited from using any Company system or equipment to solicit for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations. No materials may be posted except on employee bulletin boards designated by your local Human Resources Representative for such purposes. Permitted materials are limited to personal announcements and information about charitable causes and events, and do not include postings on behalf of commercial entities and membership organizations.

Persons not employed by the Company are prohibited from distributing literature or soliciting on Company property (including parking lots) at any time.

As a matter of employee privacy and to prevent problems associated with identity theft, all employees are forbidden at all times from using or disclosing personal employee contact information such as telephone numbers, addresses, or email addresses for purposes of any solicitation or distribution activities.

This policy applies to solicitation, distribution, and posting on behalf of membership organizations and commercial enterprises, but does not apply to solicitation, distribution, or postings sponsored and approved by the Company on behalf of charitable causes or other non-membership organizations.

### Payroll

All Company positions in the U.S. are classified as either exempt or non-exempt, in accordance with the provisions of the Fair Labor Standards Act (FLSA), which generally provides minimum wage, overtime pay and record-keeping standards. “Non-exempt” employees are entitled to overtime pay under the specific provisions of federal and state laws. “Exempt” employees are excluded from specific provisions of federal and state wage and hour laws.

### Pay Schedule

All salaried employees of the Company are paid semi-monthly on the 15<sup>th</sup> and the last workday of the month. If either date falls on a weekend, the pay date will be the Friday before the weekend. If either date falls on a holiday, the pay date will be the business day before the holiday.

All hourly employees of the Company are paid weekly each Friday.

### Time Reporting

#### *Exempt Employees*

Generally, exempt employees paid on a salaried basis are not required to complete time sheets. It is agreed that the salary paid compensates those employees for all hours worked during each workweek even if such hours of work fluctuate week by week. However, Managers/Supervisors of exempt employees are responsible for keeping track of used vacation and floating holidays for each of their direct reports.

#### *Non-Exempt Employees*

If your role is classified as non-exempt, you are required to maintain an accurate record of the total hours worked each day. If you are eligible for overtime pay or extra pay, you must maintain a record of the total hours you work each day. You must verify that the reported hours worked are complete and accurate (and that there is no unrecorded or “off-the-clock” work). Salaried non-exempt employees are required to fill out time sheets to report exception hours only (meaning any vacation, floating holidays, and additional work hours for the purpose of overtime). Managers are responsible for approving reported time of non-exempt employees on their time. When you receive each paycheck, please verify immediately that you were paid correctly for all regular and overtime hours worked each workweek.

No employee of the Company, at any level, is authorized to instruct any non-exempt employee to work without pay. If you are a non-exempt employee and receive any instructions from anyone in the Company which you believe requires you to perform work without compensation, you should immediately report the incident to your local Human Resources Representative. If the instruction involves Human Resources, contact the Sector President.

# Payroll

## Direct Deposit

Direct deposit is required to pay employees. Employees must set up direct deposit through their local Human Resources Representative.

## Loans and Pay Advances

Though we understand that employees occasionally encounter a financial hardship, as a matter of policy, the Company does not provide loans or pay advances to any employee.

## Deductions Required by Law

- **Social Security (FICA):** This is a mandatory deduction from your pay to satisfy the amount of Social Security taxes as required by federal law. The Company matches the deduction amount. Social Security taxes are intended to provide you with retirement income and other benefits. For more information, visit [www.socialsecurity.gov](http://www.socialsecurity.gov).
- **Medicare (FMHI):** This is a mandatory deduction from your pay to satisfy the amount of Medicare taxes required by federal law; the Company matches this deduction amount.
- **Withholding Taxes:** Federal and State Income Taxes are withheld from your pay. Your taxable pay and the number of exemptions you claim on your W-2 form determine the amount of these withholdings.
- **Occupational Taxes (City/County):** As applicable, taxes for local government will also be withheld.
- **Court-Ordered:** This refers to deductions, such as child support and garnishments ordered by a court of law. The Company is legally obligated to comply with any garnishment order. Compliance with a garnishment order means that the Company deducts the required amount from the employee's paycheck. Should the Company receive a garnishment against your pay, we will attempt to give you notice prior to the start of deductions.

It is the policy of the Company to comply with the salary basis requirements of the Fair Labor Standards Act ("FLSA") regarding exempt employees. The Company and its Managers are prohibited from making any improper deductions from the salaries of exempt employees. An exempt employee regularly receives a predetermined amount of compensation each pay period, on a weekly or less frequent basis. An exempt employee must receive the full salary for any workweek if the employee performs any work in that week, regardless of the quality or quantity of the employee's work. However, deductions (paid or unpaid) are permitted when the exempt employee is absent from work 1) for personal reasons other than sickness or disability and there exists vacation time, 2) for personal reasons, when no vacation time is available, and the leave is taken in full day increments, 3) for absences due to sickness or disability if there exists sick time, 4) for absences under the FMLA, 5) if the employee only works a partial week



## Payroll

when beginning or ending employment with the Company or 6) for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. If an employee believes that an improper deduction has been made to one's salary, it should be immediately reported to one's Manager/Supervisor, or local Human Resources Representative. The Company will promptly investigate and if it is determined that an improper deduction has occurred, the employee will be promptly reimbursed.

### **Overtime Policy**

When a non-exempt employee works over 8 hours a day, the time exceeding 8 hours will be considered overtime. An employee must work 40 hours during the week to qualify for overtime pay premiums. Company paid holidays, vacations, and other excused days do not count as "hours worked" toward the 40-hour requirement. Overtime will be paid at a 1.5x premium to your normal pay rate, or as otherwise required by law.

It is the Company's intent to balance overtime opportunities for all employees. When overtime is not available to all employees at a site, it will be offered to the most senior employees based on hiring date. Site supervisors, at their discretion, may deem overtime as mandatory. Refusal to work mandatory overtime may result in disciplinary action, up to and including termination.

### **Shift Differential Policy**

The shift differential policy allows for extra compensation to nonexempt employees who are scheduled on a regular, rotating or sporadic basis to work during evening or night shifts.

#### **Procedure**

Evening hours begin at 6:00 p.m. and end at 12:00 a.m. and night hours begin at 12:01 a.m. and end at 6:00 a.m. Employees are eligible for differential pay only for the actual hours worked within these defined evening/night hours.

For example, an employee scheduled noon to 8:00 p.m. will be paid for two hours at the evening differential rate and six hours at the regular rate. Employees scheduled 4:00 a.m. to noon will be paid the night differential rate from 4 a.m. to 6 a.m. and the regular rate from 6:01 a.m. to noon.

Evening hours will be compensated at an additional \$.40 per hour, and night hours will be compensated at an additional \$.40 per hour. Shift differentials will be included when determining the rate of pay for overtime hours.

### **Compensation During Leave**

If the employee has a permanent evening or night schedule, paid vacation and sick and personal leave taken will be paid at an average of the employee's regular rate and differentials.

Employees who are on a rotation or sporadic shift schedule will be paid the regular rate when taking paid leave.

### **Holiday Pay**

Holiday pay will be paid at the regular rate. Shift differentials will not be added to holiday pay.

### **Other Paid Leave**

There may be times when the company may close due to unexpected situations such as inclement weather or other reasons beyond the Company's control. The Company may choose to provide paid administrative leave during these times. Company administrative leave will be paid at the employee's regular rate. Shift differentials will not be added to The Company's administrative leave. Administrative leave will not be included as hours worked in overtime calculations.

## Benefit Information

The Company offers a comprehensive and competitive employee benefit program for eligible employees who work an average of at least 30 hours per week. Information concerning employee benefits is available on MPower. The Company reserves the right to make changes in or discontinue its benefit plans and to make appropriate revisions in costs, coverage, or eligibility as it sees fit. The Company also reserves the right to change the criteria for qualifying and the amount of employee contributions or other payments. Should specific benefit questions arise, the Summary Plan Description and/or plan documents shall take precedence.

## Vacation Policy – Non-Union Hourly Employees

### Eligibility

All regular, direct employees of Marmon who are classified “Hourly” employees (Non-Exempt) and working a regular work schedule of at least 30 hours per week are eligible for Company-paid vacation.

Vacation is available to eligible employees to provide necessary opportunities for rest, relaxation, and personal pursuits. Marmon’s vacation year begins January 1 and ends December 31 of each calendar year.

Eligible employees earn hours of vacation time from their first day of employment with the Company. Vacation time may be scheduled in a minimum of 4-hour increments. Your Manager/Supervisor will approve vacation requests based on local company policies, work schedules, and business needs.

### Accrual Schedule – Based on a 40-hour workweek \*

Employees earn vacation time based on their years of service and regularly scheduled hours not to exceed 40, as prescribed in the table below. Employees who reach a service anniversary milestone during the course of a year will begin accruing vacation at the higher accrual rate at the start of the pay-period during which their anniversary milestone is achieved. Vacation balances accrue each pay period. Below is a table based on a 40-hour workweek.

#### Hourly

| Length of Employment                                    | Row | Vacation Time | Hourly Accrual Per semi-monthly pay period | Hourly Accrual Bi-Weekly | Hourly Accrual Weekly |
|---|-----|---------------|--|--------------------------|-----------------------|
| 1 <sup>st</sup> day through end of 1 <sup>st</sup> year | A   | 40 hours      | 1.66 hours                                 | 1.54 hours               | .77                   |
| Years 2 through end of 4 <sup>th</sup> year             | B   | 80 hours      | 3.33 hours                                 | 3.08 hours               | 1.54                  |
| Years 5 through the end of 19 <sup>th</sup> year        | C   | 120 hours     | 5.00 hours                                 | 4.62 hours               | 2.31                  |
| Years 20 and more                                       | D   | 160 hours     | 6.66 hours                                 | 6.15 hours               | 3.08                  |

\*This schedule prorated for employees with a regular work schedule of less than 40 hours/week but at least 30 hours/week. For example, a workweek of 32 hours/week earns at .8 of the schedule above.

\*\*If a newly hired employee has 5 years or more of related full-time working experience at the time Marmon employs them, they will upon hire accrue vacation time based upon Row B in the schedule above.

## **Vacation Time Advances**

Marmon will allow employees who are actively at work to take an “advance” of up to 40 hours of vacation time, subject to Manager/Supervisor approval. Employees may never have a vacation deficit greater than 40 hours. If you are requesting vacation time that will result in a deficit, you will need to complete a Vacation Advance Request Form, which is available through Human Resources. An employee whose employment ends with a negative vacation balance must repay the advanced vacation pay or agree to a deduction from final pay to reimburse the Company for such negative vacation balance except where prohibited by local law. Vacation time advances are available to cover the unpaid portions of approved leaves.

## **Vacation Policy – Non-Union Hourly Employees**

### **Carryover**

Employees can carry over, from the prior calendar year, up to 40 hours of unused vacation time. Any carryover hours into the following year must be used by March 31. Any carryover vacation time not used by March 31 of the carryover year will be forfeited, unless prohibited by law.

### **Holiday or Illness During Vacation**

When a holiday occurs during an employee’s vacation time, the employee will receive pay for the holiday and vacation time will not be charged.

If you become sick or disabled while on vacation, you may be eligible for short-term disability benefits following the 7-day elimination period. If this happens, you must notify your Manager/Supervisor or your local Human Resources Representative and file a claim with The Standard to begin the process. If you become ill while on vacation, but are not hospitalized overnight, your absence will be charged against vacation time.

Vacation Time may be used during the 7-day elimination period for short-term disability benefits if available, however the employee may choose to be unpaid during that period.

### **Leaves of Absence**

Vacation time will accrue during an approved leave of absence for up to 30 days after which time the accrual will end.

### **Vacation Payouts**

Payouts for unused but earned vacation time applies only when employment is terminated or in states where local law requires payment for unused but earned vacation time.

## **Termination and Vacation Pay**

When employment ends for any reason, vacation time earned but not taken will be paid at the next available pay cycle after your termination date, unless a different time frame is required by state or local law.

Vacation will accrue during a short-term furlough of less than 30 days when employment is not terminated.

## **Credit for Prior Service**

Employees who are rehired will receive credit for prior service accumulated while working for a Marmon owned business. Prior service must be documented in order to give proper credit.

## **Paid Holiday Benefits**

### **Holiday Time**

The Human Resources Department will send out a holiday schedule at the end of each year for the following calendar year.

In general, the Company designates 10 holidays (depending on how the calendar falls) each calendar year as Company-paid holidays:

- New Year's (January 1)
- Good Friday (Friday before Easter)
- Memorial Day (last Monday in May)
- Independence Day (July 4<sup>th</sup>)
- Labor Day (first Monday in September)
- Thanksgiving Day (fourth Thursday in November)
- Day After Thanksgiving
- Christmas Eve (December 24<sup>th</sup>)
- Christmas Day (December 25<sup>th</sup>)
- New Year's Eve (December 31<sup>st</sup>)

## Family and Medical Leave of Absence

### **Family and Medical Leave of Absence**

The Company recognizes that employees may at times require time away from their jobs for medical reasons or because of pressing family medical needs. Therefore, we have developed this policy, which conforms with the Family and Medical Leave Act of 1993 as amended, and other applicable federal, state or local laws, to answer many of the basic questions you may have about how leave and benefits under the Act may be handled. You are encouraged to direct any additional questions to the Human Resources Department. The Company reserves the right to change this policy at any time upon notice to you and will be the interpreter of this policy's intent, meaning and application. Employees must comply with the terms and conditions set forth in this policy, as explained more fully in the following pages.

# Family and Medical Leave of Absence

## General Provisions

It is the policy of the Company to grant up to 12 weeks of unpaid medical and family leave during any 12-month period, to eligible employees, in accordance with the Family and Medical Leave Act of 1993 and up to 26 weeks of leave in any single 12-month period in compliance with the expansion of the Family and Medical Leave Act under the National Defense Authorization Act for FY 2008 and FY 2009 (“NDAA”). The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave as specified in this policy.

## Eligibility

To qualify to take family and medical leave under this policy, you must meet all of the following conditions:

(1) You must have worked for the Company for at least 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive but must be within seven years of when your leave will begin. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of the week or if the employee is on leave during the week. The period of time spent in military service is credited toward the 12-month requirement.

(2) The employee must have worked at least 1,250 hours during the 12-month period immediately before the date the leave is requested to commence. The calculation of the hours worked for purposes of determining eligibility for leave does not include the time spent on paid or unpaid leave. Hours that would have been worked except for military service will be counted toward the 1,250-hour requirement.

(3) FMLA guidelines require the employee must work in an office or work site where 50 or more employees are employed by the Company within 75 miles of that office or work site. The distance is to be calculated by using available transportation by the most direct route. Marmon however provides FMLA to all U.S. Employees who meet the requirements of number one and two above.

## Types of Leave

Leave is available under this policy for the following reasons:

- (1) ***For the birth of a child, care of a child after birth, the adoption of a child, the foster placement of a child, or care for the newly placed child.***
- (2) ***If the employee has a serious health condition that makes him/her unable to perform the functions of the employee’s job.***



## Family and Medical Leave of Absence

### **(3) *To care for a spouse, child or parent who has a serious health condition.***

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position or prevents the employee's qualified family member from participating in school or other daily activities. A "serious health condition" is defined as an illness, injury, impairment or physical or mental condition which requires one of the following:

- in-patient care (i.e., an overnight stay) in a hospital or other medical care facility (including any period of incapacity or any subsequent treatment in connection with such in-patient care);
- period of incapacity of more than 3 consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves (i) treatment 2 or more times by a health care provider or under the supervision of a health care provider within 30 days of the start of the incapacity, or (ii) treatment by a health care provider on at least one occasion within 7 days of the start of the incapacity which results in a regiment of continuing treatment under the supervision of a health care provider;
- any period of incapacity due to pregnancy or for prenatal care;
- any period of incapacity due to a chronic serious health condition requiring periodic visits of at least twice a year for treatment by a health care provider;
- a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, during which the employee (or family member) must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider; or
- any period of absence to receive multiple treatments by a health care provider or under the supervision of a health care provider, either for restorative surgery after an accident or other injury, or for a condition that will likely result in a period of incapacity of more than 3 consecutive calendar days in the absence of medical intervention or treatment.

### **(4) *For a covered family member's active duty or call to active duty in the Armed Forces (Active Duty Leave).***

An employee whose spouse, child (including adult children) or parent is on covered active duty or called to covered active duty status may use their 12-week leave entitlement to address "certain qualifying exigencies."

"Qualifying exigencies" may include leave for the following reasons:

- short-notice deployment;
- military events and related activities;
- childcare and school activities;
- financial and legal arrangements;

## Family and Medical Leave of Absence

- counseling;
- post-deployment activities; and
- additional activities not encompassed in the other categories but agreed to by the Company and the employee.

### **(5) *To care for an injured or ill service member (Military Caregiver Leave).***

An employee whose spouse, son, daughter, parent or next-of-kin is injured or recovering from an injury suffered in the line of duty (or has a medical condition which existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and who is unable to perform the duties of the service member's office, grade, rank or rating may be eligible to take up to a total of 26 weeks of unpaid leave in a rolling 12-month period to care for the service member. An employee is also eligible for this type of leave when the service member is receiving medical treatment, recuperation or therapy, even if the service member is on a temporary disability or retired list.

Military Caregiver Leave is also available to care for a spouse, child, parent, or next of kin who is a veteran of the Armed Forces and is undergoing medical treatment, recuperation, or therapy for a serious injury or illness that manifested itself before or after the individual became a veteran, as long as the veteran was in the Armed Forces in the five years preceding the date on which the medical treatment, recuperation, or therapy is provided.

"Next-of-kin" is defined as the closest blood relative of the injured or recovering service member other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of service member caregiver leave.

Employees requesting this type of FMLA leave must provide certification of the family member's or next-of-kin's injury, recovery or need for care. The leave entitlement described in this section applies on a per-covered service member, per-injury basis. However, no more than 26 weeks of leave may be taken within a single 12-month period by any covered employee. Even in circumstances where an employee takes other leave covered by FMLA under numbers (1) through (4) above, the combined leave shall not exceed 26 weeks during the 12-month period.

An eligible employee can take up to 12 weeks (or up to 26 weeks to care for an injured or ill service member) under this policy during any 12-month period. The Company will measure the 12-month period as a rolling 12-month period measured backward from the date an employee requests leave to

## Family and Medical Leave of Absence

begin. In the case of leave for a child's birth or placement, the leave must be taken within 12 months of the birth or placement and must be taken consecutively.

If both members of a married couple work for the Company and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent-in-law) with a serious health condition, both members of a married couple may only take a combined total of 12 weeks of leave. Where both members of a married couple both have used a portion of the 12-week entitlement for one of the above purposes, each are entitled to the difference between the amount he or she has taken individually and 12 weeks to care for a child with a serious health condition or to care for their own serious health condition. If both members of a married couple work for the Company and each wish to take leave to care for a covered injured or ill service member, both members of a married couple may only take a combined total of 26 weeks of leave.

### **Use of Paid and Unpaid Time**

Employees may substitute any applicable paid accrued time off for unpaid leave, as permitted by the Family and Medical Leave Act, unless otherwise prohibited under applicable state law. Paid time used will be counted toward the employee's 12-week allotment of FMLA leave (or 26-week allocation if Military Caregiver Leave). When an employee has exhausted accumulated paid time benefits, the remaining time off taken under this policy will be unpaid. If the reason for the leave does not qualify for paid time off according to the Company's policies and procedures relating to paid time, then the time taken under the FMLA will be unpaid. In addition, employees must comply with the Company's normal paid leave policies to receive pay. Employees may not supplement workers' compensation benefits or short-term or long-term disability benefits with paid leave.

### **Intermittent or Reduced Schedule Leave**

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (i.e., take a day periodically when needed throughout the year), or, under certain circumstances, may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 work weeks (or 26 work weeks for Military Caregiver Leave over a 12-month period).

"Intermittent schedule" leave is leave that is taken in separate blocks of time rather than for one continuous period. "Reduced schedule" leave means that the leave reduces the employee's scheduled number of working hours. Employees taking intermittent leave must follow the Company's standard call-in procedures absent unusual circumstances.

The Company may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced

## Family and Medical Leave of Absence

schedule, in instances when leave for the employee or the employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For leave due to the birth, adoption or foster care of a child, the Company and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hours schedule. Leave for the birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

### Notice and Scheduling

You should contact your local Human Resources department as soon as you determine a leave is necessary. Your local Human Resources Representative will provide you with information to apply for leave with The Standard. The Standard, Marmon's administrator for leave of absence.

If the need for leave is foreseeable, the employee must provide the Company with not less than 30 days' advance notice. If the leave is not foreseeable, the employee must provide as much notice as practicable. In appropriate cases, the Company may designate leave as FMLA qualifying even if not so designated by the person making the request. The employee will be notified of the designation. In the event of an emergency, notice should be given as soon as practicable. Employees must comply with the Company's normal call-in procedures, absent unusual circumstances.

If the employee is requesting leave (including intermittent schedule and reduced schedule leave) for planned medical treatments, the employee must make a reasonable effort, subject to the approval of the employee's health care provider, to schedule treatments so that they are not unduly disruptive to the Company.

### Documentation Required for Active Duty Leave or Military Caregiver Leave

Employees requesting Active Duty Leave must complete and submit the Certification of Qualifying Exigency for Military Family Leave and include appropriate documentation, including the covered military member's active duty orders. A request for Military Caregiver Leave must be supported by the Certification for Serious Injury or Illness of Covered Service Member form as well as any necessary supporting documentation. The employee will have 15 days in which to return the completed Certification Form to the Standard.

## Family and Medical Leave of Absence

### **Documentation Required for Leave Related to the Serious Health Condition of the Employee or the Spouse, Child or Parent of the Employee**

Employees requesting leave related to their own serious health condition or that of a parent, spouse or child of the employee, must complete and submit the appropriate medical certification. This certification must be provided to the Standard within 15 calendar days of the request for leave. Medical certification forms will be provided for this purpose. The cost of this certification is the responsibility of the employee, subject to any insurance coverage.

If the medical certification form is incomplete or insufficient, The Standard will advise the employee in writing as to what additional information is needed and give the employee 7 days to complete and return the form. The Standard's leave administrator will approve or deny your leave request based on the supporting documentation provided.

A second opinion may be required at the Company's expense, and in the event of a difference between the two opinions, a third opinion (also paid for by the Company) is binding. The employee is entitled to copies of the second and third opinions on request.

Failure to provide any of the certifications required may result in delay of leave, denial of leave or denial of reinstatement privileges. Falsification of the reason for the leave of absence, or extension thereof, or of the supporting documentation is grounds for termination.

### **Recertifications and Status Reports**

The Company may require recertification on a reasonable basis for individuals who are on leave related to a serious medical condition. The frequency of the recertification will vary depending on the length of the certified leave and the type of leave. If the employee is on leave for a continuous absence, recertifications may be requested periodically but not more frequently than every 30 days or the minimum duration of the condition, whichever is longer. If the employee is on intermittent or reduced schedule leave in excess of 6 months, the Company may request recertification every 6 months. For any serious health condition lasting more than one year, employees may be required to provide a new certification annually. However, recertifications may be requested at any time if there are changed circumstances, reasons to doubt the reason for the leave, or the employee requests an extension of the previously certified leave.

An employee has 15 days in which to provide a completed recertification form. Failure to provide the requested recertification may result in delay of leave, denial of leave or denial of reinstatement privileges.

## Family and Medical Leave of Absence

While on leave, the employee must keep the Company informed of the employee's status and intent to return to work as requested, and in any event on a regular basis. At least two (2) business days' notice of intent to return to work from a leave must be given. If the employee needs to reduce or extend the original leave due to changed circumstances, the employee must advise the Human Resources Department and the Standard within two (2) business days after such information becomes known to the employee. Failure to follow these procedures may delay reinstatement.

### **Fitness-for-Duty Certifications**

The Company may require the employee to provide a fitness-for-duty certification regarding the serious health condition causing the leave prior to the employee's return to work. The fitness-for-duty certification may also require the healthcare provider address the employee's ability to perform the essential functions of the job. The employee will be notified at the time he or she receives the Designation Notice if a fitness-for-duty certification will be required. If the employee does not provide the fitness-for-duty certification at the time of return, the employee's return to work may be delayed until the certification is provided.

For intermittent or reduced schedule leaves of absences, the Company may require the employee to provide a fitness-for-duty certification regarding the condition causing the leave periodically (not more than every thirty (30) days) if the employee has used intermittent leave during that period and there exists reasonable safety concerns regarding the employee's ability to perform his/her job duties. The employee will be notified at the time the employee receives the Designation Notice if a fitness-for-duty certification will be required, when such certification must be provided and whether the employee will be required to submit a fitness-for-duty certification for each subsequent instance of intermittent or reduced schedule leave, unless one has already been submitted within the past thirty (30) days. Failure to provide the requested certification may result in the employee's return to work being delayed until the certification is provided or in the denial of reinstatement privileges.

### **Insurance and Benefits**

During any unpaid leave of absence, the employee's participation in the Company's insurance plan(s) may continue on the same basis as prior to the leave; however, the employee must arrange to pay the employee's share of the insurance premiums (if any) while on leave in order to continue coverage. Failure to pay the employee's share of the premiums may result in loss of coverage. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Human Resources (or Accounting) Department by the 5<sup>th</sup> day of each month. If the payment is more than 30 days late, the employee's health insurance

## Family and Medical Leave of Absence

coverage may be dropped for the duration of the leave. The Company will provide 15 days' notification prior to the employee's loss of coverage.

While on leave, the employee retains all accrued benefits. With respect to retirement plans, the leave period will be treated as continued service, i.e., no break in service.

### **Reinstatement**

Upon return from leave, the employee will be returned to the same position or a position with equivalent status, pay, benefits and working conditions the employee had prior to the leave. Job and/or position assignments may change as a result of the leave due to the needs of the Company in the interim. Also, an exception to reinstatement may apply if business circumstances have changed (e.g., if the employee's position is no longer available due to job elimination). An exception to equivalent restoration may be made for key, salaried employees. An employee will be notified at the time of the leave request if they are designated as a key employee and therefore cannot plan on being reinstated to an equivalent position.

### **Inability or Failure to Return to Work**

If an employee does not return to work at the end of a leave as scheduled or as otherwise agreed by the Company, the employee will be considered to have voluntarily resigned from the Company's employment. In addition, if the employee accepts any other employment during any leave of absence, the employee will be considered to have voluntarily resigned.

If the employee requires leave in excess of the 12 weeks (or 26 weeks for the care of an injured or ill service member) allowed under the FMLA, the employee must request additional leave. The Company has sole discretion in deciding if additional leave will be granted.

Unless required by law other than the FMLA, employees on a leave extension are not promised reinstatement, but the Company will endeavor to place employees in their position or a position comparable in status and pay, subject to budgetary restrictions, the Company's need to fill vacancies and its ability to find qualified temporary replacements.

*The FMLA makes it unlawful for any employer to interfere with, restrain or deny the exercise of any right provided under the FMLA, and makes it unlawful to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit. The FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.*

## **Victims of Domestic or Sexual Violence or Other Crimes**

### **Victims of Domestic or Sexual Violence Leave**

The Company offers eligible employees' unpaid domestic violence or sexual violence leave, for qualifying reasons, with a guarantee of restoration to the same or an equivalent position on return from leave. Employees must comply with the terms and conditions set forth in this policy, as explained more fully in the following pages.



## Victims of Domestic or Sexual Violence or Other Crimes

### General Provisions

The Company will provide unpaid leave for up to 12 weeks per 12-month period for employees who are victims of domestic or sexual violence or who have a family member or household member who is a victim. This leave is available in order to: (1) seek medical attention for, or recover from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member; (2) obtain services from a victim services organization; (3) obtain psychological or other counseling for the employee or employee's family or household member; (4) participate in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or employee's family or household member; (5) seek legal assistance or remedies to ensure the health and safety of the employee or employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to the domestic or sexual violence.

For the purposes of this policy, a "family or household member" is a spouse, parent, son, daughter, or any person jointly residing in the same household of the employee. "Domestic or sexual violence" is defined as domestic violence, sexual assault, or stalking.

### Leave Entitlement

Employees are entitled to leave for up to 12 weeks in any rolling 12-month period. Leave will only be available to the extent you have not used more than 12 weeks of leave during the 12 months preceding the date the requested leave is first used. If the reason for the leave also qualifies as a reason for leave under the Family and Medical Leave Act, it will be counted toward both this and the FMLA's 12-week allocation. Unpaid leave under this policy is not in addition to or in excess of unpaid leave allowed under the FMLA. However, an employee who may have exhausted all available leave under the FMLA, for a purpose other than that which is available under this policy, is still eligible for up to 12 weeks of leave under this policy, depending on the facts and circumstances.

This leave may be taken intermittently or on a reduced work schedule. Intermittent or reduced leave will be calculated on an hourly basis. Information necessary to substantiate the need for intermittent or reduced leave schedules must be provided upon request. If intermittent or reduced leave is taken, you may be transferred to an alternative position better suited to your schedule. This position will have equivalent pay and benefits.

You may elect to use and apply toward your leave any accrued paid leave which qualifies for the reason the leave is sought. This includes paid vacation time. Paid time used will be counted toward your 12-week allotment. Once such paid benefits are exhausted, the balance of your leave will be without pay.

## Victims of Domestic or Sexual Violence or Other Crimes

### Notice

Employees must provide the Human Resources Department 48 hours' advance notice of the intention to take leave for reasons covered under this policy unless such notification is not practicable. If an unscheduled absence occurs, employees must provide certification as soon as possible after the absence.

Leave under this policy is administered by The Standard. When the Human Resources Department is notified of a leave request, the Human Resources Representative will provide the employee with more information regarding the Standard's processes for leave administration.

### Certification

Employees are required to provide certification that the employee or the employee's family or household member is a victim of domestic or sexual violence and that the leave is for a purpose enumerated above.

The certification requirement can be satisfied by providing a sworn statement of the employee and one of the following: (1) documentation from a victim services organization, attorney, member of the clergy, or medical or other professional from whom the employee's family or household member has sought assistance; (2) a police or court record; or (3) other corroborating evidence.

The Company may require an employee to periodically report on the status and intention of the employee to return to work.

### Confidentiality

All information provided to the Company pursuant to the certification or notification requirement will be maintained confidentially and will not be disclosed unless requested or consented to in writing by the employee, or if requested by federal or state law.

### Return from Leave/Reinstatement

Upon return from leave, you will be returned to the same or equivalent position with the same pay, benefits and working conditions. An exception to this provision may apply if business circumstances have changed (e.g., if the employee's position is no longer available due to job elimination).

In addition, employees who are granted a leave extension beyond the 12 weeks are not guaranteed reinstatement but the Company will endeavor to place employees in their position or a position comparable in status and pay, subject to budgetary restrictions, the Company's need to fill vacancies, and its ability to find qualified temporary replacements.

## Victims of Domestic or Sexual Violence or Other Crimes

An employee who does not return to work at the end of his or her leave shall be deemed to have voluntarily resigned. In addition, if you accept or perform any other employment in violation of the Company's policies while on leave, you will be considered to have voluntarily resigned.

### **Benefits**

During any unpaid leave of absence, the employee's participation in the Company's insurance plan(s) may continue on the same basis as prior to the leave; however, the employee must arrange to pay the employee's share of the insurance premiums (if any) while on leave in order to continue coverage. Failure to pay the employee's share of the premiums may result in loss of coverage. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Human Resources (or Accounting) Department by the 5<sup>th</sup> day of each month. If the payment is more than 30 days late, the employee's health insurance coverage may be dropped for the duration of the leave. The Company will provide 15 days' notification prior to the employee's loss of coverage.

While on leave, the employee retains all accrued benefits. With respect to retirement plans, the leave period will be treated as continued service, i.e., no break in service.

### **No Discrimination**

The Company will not discriminate or retaliate against any employees who exercise their rights under this policy. Moreover, the Company will provide appropriate reasonable accommodations for employees in accordance with all applicable laws.

Questions regarding any of the above should be directed to the Human Resources Department.

## Leaves of Absence – Other

### **Military Leave**

Marmon employees who serve in the military or a reserve component are eligible for Military Leave.

To initiate a request, you must notify your Manager/Supervisor of the date and duration of military obligation and provide supporting documentation (military orders) for the request as soon as possible before the leave date.

Eligible full-time employees will be paid the difference between regular pay and military pay for the duration of the military leave up to 6 months in a calendar year. If you are deployed to active duty, after 30 days, your Marmon benefits will be suspended for the duration of your duty. You will have the option of maintaining your health insurance benefits for a period of up to 24 months at your expense per the COBRA rate schedule in effect at the time. If the Military Leave extends beyond 6 months, it is considered unpaid leave from the Company for a period of up to 5 years.

Employees returning from Military Leave will be re-employed in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Employees who do not report back to the Company as set forth under USERRA will be considered as having voluntarily terminated their employment with the Company.

## Leaves of Absence – Other

### Bereavement

If you have a death in your immediate family, you may use Bereavement Leave. Up to three days of leave with pay is granted to eligible employees for the death of an immediate family member, which includes:

- Spouse / Domestic Partner
- Child
- Stepchild
- Parent / Step-Parent
- Sibling / Step-Sibling
- Niece
- Nephew
- Grandparent
- Grandchild
- Mother-in-law
- Father-in-law
- Brother-in-law
- Sister-in-law
- Daughter-in-law
- Son-in-law

A one-day leave with pay is given for the death of a close relative (aunt, uncle or first cousin).

The Company, at its option, may require the employee requesting leave under this policy to provide verification of the bereavement.

## Leaves of Absence – Other

### **Jury and Witness**

Eligible employees summoned for jury duty will continue to be paid regular pay during the active period of jury duty for up to 10 working days per calendar year. Jury or witness responsibilities required beyond 10 days will be reviewed by the Company.

To qualify for jury duty or witness leave, you must submit a copy of your summons to your Manager/Supervisor as soon as it is received. In the event your court appearance does not require a full day of absence, employees are expected to report to work if the period of time and travel circumstances permit. In addition, proof of service must be provided to your Manager/Supervisor when your period of jury duty or witness leave is complete.

Compensation received from the Government for service as a member of a jury (or alternate) may be retained by the employee.

### **Parental Leave Policy**

Employees who meet eligibility requirements may take up to four weeks paid parental leave to care for and bond with their child during the first 12 months after the child is born or has been placed with them for adoption. In the case of adoption, the child must be under 14 years old for the adopting parent to qualify for paid parental leave. Pay for this leave is calculated as regular rate of pay for the employee's normal work schedule.

This paid parental leave may be taken in no less than two-week increments during the first 12 months after the birth of the child or placement of the child for adoption unless a lesser time period is otherwise approved by the immediate supervisor and the Sector HR Leader. The leave must be taken as leave under the Family and Medical Leave Act and any applicable state family or medical leave entitlements to the fullest extent permitted by applicable law. For employees who also are entitled to medical leave benefits due to childbirth, paid parental leave will be in addition to paid medical leave benefits available relating to childbirth pursuant to short term disability or salary continuation benefits, but which shall not be paid in excess of 12 weeks' pay in the aggregate. An employee must have enough available time under family and medical leave to cover the employee's requested time under this parental leave policy. In other words, if an employee has already exhausted their 12 weeks of family and medical leave, they will not be eligible for paid parental leave until such time as the rolling 12-month period elapses and the employee becomes eligible under family and medical leave for more time off. No more than four weeks paid parental leave may be taken within a 12-month period. The 12-month period will be calculated on a rolling forward basis the same as the 12-month period is calculated under the Company's family and medical leave policy.

If both parents of the child are employees of the Company, there will be a total of 4 weeks of paid parental leave between the two employees.

To be eligible for paid parental leave, an employee must meet all the criteria applicable to taking this time off under Marmon's family and medical leave policy. To apply for leave, the employee should follow the requirements set out in the Company's family and medical leave policy. This includes submitting the required forms, making a request for parental leave in writing, and providing reasonable advance written notice (not less than 30 days, except in the case of an emergency or unexpected notice of adoption placement) of the intent to take this leave. Like all allowable leaves under Marmon policy, paid parental leave is administered by The Standard.

This policy is effective January 1, 2021 and applies for eligible employees who have a child born on January 1, 2021 or later OR adopt a child under the age of 14 on January 1, 2021 or later.

## Leaves of Absence – Other

### **Voting Time**

The Company encourages all employees to fulfill their civic duty by voting during election periods. Employees are encouraged to vote during non-working hours before or after work, or during a meal period. However, in the event the work schedule interferes with available voting periods, the Company will provide employees with sufficient time off to vote. If you believe you need to take time away from your regularly scheduled workday to vote, contact your local Human Resources Representative at least two working days prior to Election Day to make arrangements. The Company may require verification of voting if time off from a regularly scheduled workday is requested, and the Company may dictate the time period in which such voting leave is approved in order to minimize disruption to the business.

## **Inclement Weather**

It is the policy of the Company to remain open during most periods of inclement weather; however, where extraordinary circumstances warrant, the company reserves the right to close the facility. Thus, employees are encouraged to listen to radio/TV broadcasts during periods of adverse weather to find out if the facility is open or closed.

### **Procedures**

The Company will make a decision by 6:00 a.m. whether the facilities will be open or closed during periods of inclement weather and communicates this to local media.

Regardless of whether the facility is open or closed, it is each employee's decision as to whether it is safe to report to work during such weather. Employees must advise their manager or supervisor as soon as possible if they are unable to report to work due to inclement weather.

### **Facility Closed**

If the facility is announced to be closed on a given day, all exempt level staff will receive their regular pay for the day of closure. For hourly employees on a day of closure, an employee will receive an amount equivalent to four hours of base pay for the day.

### **Facility Open**

If the facility remains open on an adverse weather day, employees who report to work will receive their normal pay for the day, i.e., exempt staff will receive their regular salary and hourly employees will be paid at their base rate plus incentives for all hours worked. If an employee elects not to report to work when facilities are open day, the employee will be required to use his or her available paid time off or take leave without pay.



## **Safety Shoe & Prescription Safety Glasses Reimbursement**

### **Prescription Safety Glasses**

Some positions may require employees to wear safety glasses on the job. For employees who need corrective lenses, the Company has made arrangements with Vision Alabama to provide prescription safety glasses for employees who need corrective lenses.

Please ask your Human Resources representative for forms that you can take to Vision Alabama to obtain safety prescription glasses. All costs, such as lenses, grinding, frames, etc., will be paid by the Company, except any eye examination (if necessary) or any charges by the physician. This program provides employees with one pair of prescription safety glasses every year if there are prescription changes.

### **Safety Shoes**

Steel-toed safety shoes meeting American National Standards Institute standard must be worn by all employees on the job. These shoes are not provided by the company.

The company does offer a boot allowance of \$100.00 per year. For employees who were employed with the company as of January 1 of that calendar year, the allowance is paid out in June through payroll as a non-taxable item in the next available pay period.

## Workplace Injuries

### Workplace Injuries

The Company is committed to your safety, and it is important that you help to reduce the potential for workplace accidents during your employment with the Company. To help ensure your physical well-being and to correct problems quickly, you must immediately notify your Manager/Supervisor, local Human Resources Representative, or local Safety Representative of any injury that occurs during or as a result of employment with the Company, no matter how slight. Failure to timely report injuries may result in possible corrective action up to and including termination of employment.

State law determines when an employee is eligible to receive a percentage of his/her standard pay while unable to work due to a work-related injury.

Absences related to a workplace injury may run concurrently with Family and Medical Leave Act (FMLA) leave pursuant to the Family and Medical Leave policy.

## Educational Reimbursement Program

Employee development is a priority of the Company. The ongoing development of employee knowledge, skills and abilities is both a shared responsibility and a mutual benefit to the Company and its employees. We encourage employees to broaden their knowledge and increase their skills through education.

### Eligibility

You are eligible to participate if all the requirements below are met:

- You are an active full-time regular employee paid by the Company; and
- You have completed one year of continuous service; and
- You are in good standing, as determined by your Manager/Supervisor.

### Approvals

Before the start of a course, you must complete a “Pre-Approval for Educational Assistance” form and receive the following approvals:

- Your Immediate Manager/Supervisor
- Next Level Manager
- Local Human Resources Representative
- Sector Human Resources Vice President

This approval should be the outgrowth of a discussion concerning an approved course of study per these guidelines.

### Approved Courses of Study

Approved courses must meet the following criteria as determined by your immediate Manager/Supervisor and local Human Resources Representative:

- Job related and/or directly related to the business; and
- Courses taken at an approved, regionally, or nationally accredited college or university, technical/vocational institute, or other institution; and
- Lead to an associate, undergraduate, or graduate degree.

The following are not covered under the Tuition Reimbursement Program:

- Continuing Education Units (CEUs);
- Certifications;
- Individual classes outside of a degree program;
- Preparatory classes intended solely to prepare the student for an examination or certification.

## Educational Reimbursement Program

For education that is listed (above) as not covered under the Tuition Reimbursement Program, tuition, books and fees may be eligible for reimbursement if an employee is requested or is required by the Company to attend a specific course or seminar to aid him/her in accomplishing a current job assignment or earning/maintaining job-related professional certification. Pre-approval from your immediate Manager/Supervisor should be secured for approved expenses to be paid through the Company's expense reporting process.

### Reimbursement

Upon satisfactory completion ("C" or better) of an approved course of study, the Company will reimburse, subject to the Company's expense reimbursement policies and process, the employee for one hundred percent (100%) of covered educational expenses up to a maximum of \$5,250.00 per year. If no grade can be obtained, proof of passing is required. Graduate level courses will require a "B" or better in order to be considered eligible for reimbursement.

The educational expenses that are reimbursable include:

- Tuition
- Required books, software, and laboratory fees
- Fees related to online coursework

### Applying for Reimbursement

You will be reimbursed, through the Company's expense reporting process, for eligible expenses that have been paid once the appropriate documentation is received upon course completion.

### Taxability/Accounting

Under applicable federal law, you may be reimbursed up to \$5,250.00 of eligible expenses tax-free each calendar year. This amount will not be included in your gross income.

### Limitations

The time involved must not extensively conflict with normal working hours or adversely affect the employee's job performance. No reimbursement will be provided for courses commenced prior to the completion of the eligibility period.

## Educational Reimbursement Program

### Separation from Employment

If you voluntarily resign within two years of receiving tuition reimbursement, 100% of the amount received in those prior two years must be reimbursed to the Company within 30 days of voluntary termination.

An employee who voluntarily resigns within two years of receiving tuition reimbursement must agree to a deduction of such amounts from final wages or other applicable payouts (including any payout of accrued but unused vacation time). If final wages or other applicable payouts are insufficient to cover the amount that must be repaid to the Company, the employee must make arrangements to pay the balance owed to the Company by personal check.

In the case of an involuntary separation, due to position elimination or reduction in force, the Company will waive the requirement to repay any tuition expenses paid by the Company during the two years prior to separation, provided that proper documentation of successful completion has been submitted. Further, if such an employee is in the process of completing an approved course at the time of their separation, eligible expenses for that course will be paid per policy even if the employee completes the course after their involuntary separation date, provided that proper documentation of successful completion is submitted and the employee was not terminated for cause or misconduct.

This policy supersedes and revokes any and all past policies and practices, oral and written representations, or statements regarding terms and conditions of employment concerning the subject matter covered, except in the case where a previous individual education agreement already exists and is underway. Any such individual education agreement will stand for the duration of its stated terms.

## Employee Acknowledgement Form

I have received my copy of the Human Resources Policy and Practice Manual and agree to follow the policies contained herein.

Since provisions of the Human Resources Policy and Practice Manual are subject to change, I further understand that revisions of the Human Resources Policy and Practice Manual may supersede or eliminate one or more existing items.

I acknowledge that this Human Resources Policy and Practice Manual is neither a contract of employment nor a legal document, and that I have an employment-at-will relationship with the Company. I have received and read the policy sections contained in the Human Resources Policy and Practice Manual.

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Employee's Signature

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Date

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Employee's Printed Name

## Pre-Approval for Educational Reimbursement Form

**Employee Name:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Date of Request:** \_\_\_\_\_

**Accredited Institution:** \_\_\_\_\_

**Degree Program:** \_\_\_\_\_

**Name of Course/Description:** \_\_\_\_\_

**Amount Requested for Tuition:** \_\_\_\_\_

**Amount Requested for Applicable Fees:** \_\_\_\_\_

**Date(s) of Course:** \_\_\_\_\_

### To Be Completed by Employee's Manager/Supervisor

Is this employee in good standing? \_\_\_\_\_

Is this course job related and/or related to the business? \_\_\_\_\_

|                                       | Name | Signature | Date |
|---------------------------------------|------|-----------|------|
| Employee's Manager/Supervisor         |      |           |      |
| Employee's Next Level Manager         |      |           |      |
| Local Human Resources Representative  |      |           |      |
| Sector Human Resources Vice President |      |           |      |

*\*\* Upon completion of the pre-approved course, please submit an expense report showing grade with paid-in-full receipt.*