

Country(ies): U.S.	Policy Title: FAMILY AND MEDICAL LEAVE	Effective Date: 01/01/2017
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PURPOSE

Honeywell is strongly committed to the health, safety and welfare of its employees. Because Covered Employees may require time away from work at some point during their careers to deal with their own Serious Health Condition or for compelling family reasons, the Company has established this Family and Medical Leave Policy. This Policy is intended to comply with the federal Family and Medical Leave Act of 1993, as amended, and should be read in conjunction with applicable state and local family and medical leave laws. Accordingly, this Policy is intended to be the exclusive source of guidelines with respect to how the Company accommodates Covered Employees who are absent from work due to a Covered Leave. This Policy is intended to meet or exceed the requirements of Law and in the event that this Policy conflicts with Law, Law shall govern.

SCOPE AND ELIGIBILITY

This Policy applies to any Covered Employee who requests a Covered Leave after December 31, 2016. This Policy is not intended to supplant any paid leave to which a Covered Employees may be entitled under Law or under any other Company policy. Any paid leave under any other Company policy shall run concurrently with any Covered Leave under this Policy.

POLICY

1. REQUESTING LEAVE

A Covered Employee requesting a Covered Leave under this Policy must submit a completed written request to his or her local Human Resources Department on the Family/Medical Leave Request Form (See Exhibit A), or call 1-877-258-3699, option 6. If the Covered Employee's need for a Covered Leave is foreseeable, the Covered Employee must provide the Company with at least thirty (30) days' notice of the need for the leave. A Covered Employee's failure to provide thirty (30) days' notice for a foreseeable leave may result in denial or delay of leave. If the need for a Covered Leave is not foreseeable, then notice must be given as soon as practicable. If the need for the Covered Leave (including intermittent leave) is due to planned medical treatment or supervision, the Covered Employee must use all reasonable efforts to schedule the treatment or supervision to avoid disruption to the operations of the Company. Absent unusual circumstances, Covered Employees must follow the usual and customary call-in procedures for reporting an absence.

2. DURATION OF LEAVE

2.1 General Rule

A Covered Employee may be granted up to an aggregate total of 12 workweeks of Covered Leave during any 12-month period of time under a rolling 12-month period measured backward from each date the Covered Employee uses any leave. Each time a Covered Employee takes leave, the remaining Covered Leave entitlement shall be limited to the balance of the 12 workweeks which has not been used in the immediately preceding 12 months.

2.2 Leave to Care for a Covered Service Member

A Covered Employee may be granted an aggregate total of 26 workweeks of Covered Leave during a single 12-month period measured forward from the date of the Covered Employee's first date of Covered Leave to care for a Covered Service Member begins. This leave is applied on a per-Covered Service Member, per-injury or illness basis. Thus, a Covered Employee may be entitled to take more than one period of Covered Leave if the leave is to care for different Covered Service Members or to care for the same Covered Service Member with a subsequent injury or illness.

2.3 Minimum Leave Necessary

The length of a Covered Leave granted under this Policy shall be limited to the extent necessary to attend to the family or medical care situation that necessitates the need for a Covered Leave.

2.4 Multiple Spouses

To the extent permitted by applicable local law, where the Company employs two spouses who are Covered Employees and who are eligible for a Covered Leave under this Policy, such Covered Leave is limited to a combined total of 12 weeks during any 12-month period if the Covered Leave is taken under 2.1 above, or 26 workweeks during the single 12-month period if the Covered Leave is taken under 2.2 above.

3. RESPONSE TO LEAVE REQUEST

Within five (5) business days of the Covered Employee's request for Covered Leave, and absent extenuating circumstances, the Company or its designated representative will (i) provide the Covered Employee with a copy of the Notice to Employees of Rights under FMLA, (ii) notify the Covered Employee of his or her eligibility to take leave under this Policy, and, when the Company has enough information to determine whether the requested leave qualifies as a Covered Leave, (iii) notify the Covered Employee whether or not the leave will be designated and counted as a Covered Leave. Notwithstanding the Covered Employee's obligation to initiate a written request for a Covered Leave under this Policy, the Company reserves the right to designate any qualifying leave of absence as a Covered Leave where appropriate.

4. INTEGRATION WITH OTHER LEAVES AND POLICIES

Covered Leave taken pursuant to this Policy shall be counted against the Covered Employee's annual family and medical leave entitlements under the federal Family and Medical Leave Act of 1993 and any applicable State or local laws. To the extent permitted by law, Covered Leave taken pursuant to this Policy shall run concurrently with any related leave to which the employee is entitled, including but not limited to short-term disability leave, paid sick leave, state family and medical leave laws, and workers' compensation leave.

5. CERTIFICATION REQUIREMENTS

5.1 Covered Employee's Serious Health Condition

A Covered Employee who requests a Covered Leave for his or her own Serious Health Condition must provide the Company with a completed Certification of Health Care Provider for Employee's Serious Health Condition form.

5.2 Serious Health Condition of Family Member

A Covered Employee who requests a Covered Leave for the Serious Health Condition of a Covered Employee's Family Member must also provide the Company with a completed Certification of Health Care Provider for Family Member's Serious Health Condition form.

5.3 Qualifying Exigencies

A Covered Employee who requests a Covered Leave for a Qualifying Exigency must also provide the Company with a completed Certification of Qualifying Exigency for Military Family Leave form.

5.4 Covered Service Members

A Covered Employee who requests a Covered Leave to care for a Covered Service Member must also provide the Company with a completed Certification for Serious Injury or Illness of Covered Service Member for Military Family Leave form.

5.5 Timing of Certifications

The certifications under 5.1-5.4 above must be provided as soon as practicable, and no later than 15 days after requesting a Covered Leave. The Company may require that the Covered Employee provide recertification of the above items upon requesting an extension of any previously approved Covered Leave or when circumstances of the approved Covered Leave have changed. Failure to provide adequate certification within a timely manner may result in the delay or denial of a Covered Leave.

5.6 GINA

The Genetic Information Nondiscrimination Act (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring Genetic Information of an individual or family member of the individual, except as specifically allowed by Law. To comply with GINA, Covered

Employees should not provide any Genetic Information when responding to a request for medical information concerning the Covered Employee's own Serious Health Condition, such as in the Certification of Health Care Provider for Employee's Serious Health Condition, or in a Covered Employee's recertification or fitness for duty certification.

6. COMPENSATION DURING LEAVE

Covered Leave under this Policy is generally unpaid. Non-Exempt Employees may elect to use any accrued vacation time during the otherwise unpaid leave. Exempt employees generally may *not* use vacation time during an otherwise unpaid Covered Leave. However, in appropriate circumstances, Exempt Employees may request vacation time during some or all of an otherwise unpaid leave, subject to manager consultation requirements as set forth in the Covered Employee's vacation policy. Covered Employees may elect to utilize any applicable paid sick leave during the otherwise unpaid leave if the Covered Leave is taken for a purpose that would otherwise be compensable under the Company's Paid Sick Time Policy. The use of any paid leave shall not extend the period of the Covered Leave under this Policy.

7. CONTINUOUS AND INTERMITTENT LEAVE REQUIREMENTS

If medically necessary due to the Serious Health Condition of the Covered Employee, Family Member or Covered Service Member (for example, for recurring medical treatments certified by a health care provider), Covered Leave may be taken on an intermittent or reduced leave schedule. Covered Employees may also take leave for a Qualifying Exigency on an intermittent basis or reduced schedule basis. If an intermittent or reduced leave is requested on this basis, the Company may require the Covered Employee to temporarily transfer to an alternative position with equivalent pay and benefits that better accommodates the intermittent or recurring leave schedule.

Covered Leave for the birth, adoption, or foster care of a child must be taken in one continuous period of time unless Law provides for intermittent leave or leave on a reduced hour basis, or unless the Company consents. A Covered Leave to care for a newborn or newly placed or adopted child must be taken and completed within 12 months of the birth, adoption or foster care placement.

8. RIGHTS DURING AND AFTER LEAVE

8.1 Certifications Required

As a condition of the Covered Employee returning from a Covered Leave taken because of the Covered Employee's own Serious Health Condition, the Company may require a medical certification from the Covered Employee's health care provider that the Covered Employee is able to resume work. During an approved Covered Leave, the Company may require recertification of the Serious Health Condition, as permitted by Law. Covered Employee who do not return to work within three days of the end of their Covered Leave will be treated as having voluntarily resigned unless the Covered Employee has obtained an extension of the Covered Leave.

8.2 Reinstatement Rights

Any Covered Employee returning from a Covered Leave that does not exceed the maximum eligible length of such leave will be reinstated to his or her original or equivalent position with no loss in seniority or benefits that accrued prior to the Covered Leave. If, however, due to business reasons, the original or an equivalent position ceased to exist during the Covered Leave period such that had the Covered Employee not taken the leave, he or she would not otherwise have been employed at the time reinstatement is requested, the Covered Employee will not be reinstated at the end of his or her Covered Leave.

8.3 Benefits During Leave

During a Covered Leave, the Company shall continue to provide medical coverage to the Covered Employee and the Covered Employee's spouse and dependents under its group health plan at the level and under the same conditions that coverage would have been provided by the Company if the Covered Employee had been actively employed during the duration of the Covered Leave. The Covered Employee will remain personally responsible for paying the employee portion of the insurance premium, including the employee portion of spouse and dependent coverage, if any. Failure to pay premiums in a timely manner may result in a lapse of coverage. If the employee fails to return to work for at least 30 days following the expiration of the Covered Leave, the Covered Employee will be required to reimburse the Company for the group health insurance premiums paid by the Company on behalf of the Covered Employee during the leave, unless the Covered Employee's failure to return is caused by the continuation, recurrence, or onset of a Serious Health Condition that entitles the Covered Employee to a Covered Leave, or the Covered Employee's retirement, or circumstances beyond the Covered Employee's control.

8.4 Status and Service Credit

During a Covered Leave, Covered Employees shall retain their employee status with the Company. Covered Employees shall be credited with service time during a Covered Leave upon their return to work following their leave.

9. KEY EMPLOYEES

If the Covered Employee is a Key Employee and keeping the Key Employee's job open during the leave would result in substantial and grievous economic injury to the operations of the Company, reinstatement may be denied. In such case, the Company shall give the Key Employee a reasonable opportunity to return to work after notifying the Key Employee of its intent to refuse reinstatement.

DEFINITIONS

Armed Forces. For purposes of this Policy, Armed Forces includes the Army, Navy, Air Force, Marines, and Coast Guard (including the reserve units of such branches of the military), the Army and Air National Guards, the commissioned corps of the Public Health Service, and any other persons designated by the President of the United States as protected persons under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA").

Covered Employee. For purposes of this Policy, Covered Employee generally means any employee of Honeywell who (i) works in the United States, (ii) has been employed with the Company for at least twelve months, and (iii) has performed at least 1250 hours of service with the Company during the preceding 12-month period. However, Covered Employee does not include:

- Employees covered by a collective bargaining agreement, except to the extent such collective bargaining agreement specifically adopts the provisions of this Policy;
- Employees employed directly by National Technology and Engineering Solutions of Sandia, LLC;
- Individuals classified by the Company as contingent or leased workers;
- Individuals classified by the Company as consultants or independent contractors; and
- Individuals who are not on the Company's payroll or who are not classified by the Company as common law employees, even if a court or a federal, state or local administrative authority later rules that the individuals should be considered employees for any purpose.

Covered Leave. For purposes of this Policy, Covered Leave generally means leave requested by a Covered Employee for any of the following reasons:

- The birth of a Covered Employee's child and to care for the newborn child.
- For placement with the Covered Employee of a child for adoption or foster care.
- To care for a Covered Employee's Family Member with a Serious Health Condition.
- The Covered Employee's own Serious Health Condition if the Covered Employee is unable to perform the functions of his or her job.
- Any Qualifying Exigency arising out of the fact that the Covered Employee's Family Member is a member of the military on active duty (or has been notified of an impending call or order to active duty) in a foreign country in the Armed Forces.
- To care for a Covered Service Member with a Serious Injury or Illness if the Covered Employee is the spouse, registered domestic partner or civil union partner, son, daughter, parent, or next of kin of the Covered Service Member.

Covered Service Member. For purposes of this Policy, Covered Service Member generally means (a) a member of the Armed Forces who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious illness or injury; or (b) a veteran who is undergoing medical treatment, recuperation, or therapy, for a Serious Injury or Illness and who was a member of the Armed Forces; was discharged or released under conditions that were not dishonorable; and was on active duty within at any time during the period of 5 years preceding the date on which the eligible employee takes FMLA leave to care for the covered veteran. (The five-year period excludes the time between October 28, 2009 and March 8, 2013.)

Exempt Employee. For purposes of this Policy, Exempt Employee means any employee of Honeywell who is designated by the Company as being exempt from overtime compensation requirements under applicable Law.

Family Member. For purposes of this Policy, Family Member shall mean a Covered Employee's (i) spouse/domestic partner, (ii) child, or (iii) parent.

Genetic Information. For purposes of this Policy, Genetic Information includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's Family Member or an embryo lawfully held by an individual or Family Member receiving assistive reproductive services.

Honeywell or Company. For purposes of this Policy, Honeywell or Company shall mean Honeywell International Inc., its subsidiaries and affiliates, and their respective predecessors and successors.

Key Employee. For purposes of this Policy, Key Employee means a Covered Employee who is among the top ten percent (10%) of the Company's employees in terms of gross earnings within 75 miles of the worksite at which that Covered Employee is employed.

Law. For purposes of this Policy, Law means all applicable federal, state and local laws and regulations.

Non-Exempt Employee. For purposes of this Policy, Non-Exempt Employee means any employee of Honeywell who is designated by the Company as being eligible for overtime compensation under applicable Law.

Qualifying Exigency. For purposes of this Policy, Qualifying Exigency includes: the need to take time off due to (i) the short notice deployment of a family member (limited to seven or less calendar days prior to the date of deployment); (ii) the need to attend military events and related activities; (iii) the need to provide, attend and/or make arrangements for childcare and school activities; (iv) need to make financial and legal arrangements; (v) a need for counseling; (vi) a family member being released from service for rest and recuperation (limited to 15 days of leave for each instance up to a maximum of 12 weeks in a 12-month period); (vii) a need to attend post-deployment activities; (viii) parental care leave (e.g., to provide care, make arrangements for care, admit or transfer a parent to a care facility or attend a meeting with staff at a care facility) and (ix) additional activities (if agreed upon by the employer and the employee).

Serious Health Condition. For purposes of this Policy, Serious Health Condition means an illness or injury that: (i) requires inpatient care; (ii) causes incapacity for 3 or more consecutive calendar days with either two visits to a health care provider or one visit plus a prescription; (iii) causes incapacity due to pregnancy or pre-natal care; (iv) is a chronic medical condition for which the Covered Employee is undergoing treatment with a health care provider; or (v) requires multiple treatments such as dialysis or chemotherapy.

Serious Injury or Illness. For purposes of this Policy, Serious Injury or Illness means (a) in the case of a member of the Armed Forces, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or 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 that may render the member medically unfit to perform the duties of the member's office grade, rank, or rating; and (b) in the case of a veteran who was a member of the Armed Forces at any time during a period described in the paragraph below, a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or 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 that manifested itself before or after the member became a veteran.

For a veteran, the serious injury or illness must also be at least one of the following: (a) a condition that rendered the service member unable to perform the duties of the service member's office, grade, rank or rating when the service member was a member of the Armed Forces; (b) a physical or mental condition for which the veteran has a VA Service Related Disability Rating of 50% or more (based at least in part on that condition); (c) a physical or mental disability related to military service that substantially impairs the veteran's ability to secure or follow substantially gainful employment (or that would do so in the absence of treatment); or (4) an injury (including a psychological injury) for which the veteran has been enrolled in the Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

RESPONSIBILITY FOR THE POLICY

This Policy is administered by Honeywell Human Resources, in consultation with the Honeywell Law Department.

RELATED POLICIES, INFORMATION AND RESOURCES

- 9.1 **Form:** Honeywell Family/Medical Leave Request Form
- 9.2 **Form:** Certification of Health Care Provider for Employee's Serious Health Condition
<http://www.dol.gov/whd/forms/WH-380-E.pdf>
- 9.3 **Form:** Certification of Health Care Provider for Family Member's Serious Health Condition
<http://www.dol.gov/whd/forms/WH-380-F.pdf>
- 9.4 **Form:** Certification of Qualifying Exigency for Military Family Leave
<http://www.dol.gov/whd/forms/WH-384.pdf>
- 9.5 **Form:** Certification for Serious Injury or Illness of Covered Service Member for Military Family Leave
<http://www.dol.gov/whd/forms/WH-385.pdf>
- 9.6 **Form:** Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave
<http://www.dol.gov/whd/forms/wh385V.pdf>
- 9.7 **Exhibit:** Notice of Eligibility and Rights & Responsibilities
<http://www.dol.gov/whd/forms/WH-381.pdf>
- 9.8 **Exhibit:** Designation Notice
<http://www.dol.gov/whd/forms/WH-382.pdf>

REPORTING CONCERNS AND SEEKING GUIDANCE

Additional guidance can be sought by contacting a Human Resources representative.

REVISION HISTORY

This Policy was last revised June 18, 2013.

MANAGEMENT'S RIGHTS

The Company, in its sole discretion, reserves the exclusive right to interpret, administer and apply this Policy, to make any exceptions to it, and to change this Policy at any time and for any reason.

This Policy is not intended to create contractual obligations. Employment with the Company in the U.S. (other than Puerto Rico) is at will, which means that either the Company or the employee may terminate the employment relationship at any time and for any reason, without notice. The Company reserves the right to modify, amend, or terminate this Policy at any time. This Policy supersedes any prior policies of Honeywell, whether written or oral, on the topics covered in this Policy.

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