

Country(ies): <b>U.S.</b>	Policy Title: <b>MEDICAL LEAVE OF ABSENCE</b>	Effective Date: <b>01/01/2007</b>
Policy Number: <b>2001</b>		Revision Date: <b>10/01/2017</b>

**PURPOSE**

The purpose of this Policy is to provide a consistent approach at Honeywell for approved medical leaves of absence. The Policy sets forth employees’ rights for reinstatement and employee benefits continuation while on an approved medical leaves of absence. This Policy also provides guidelines for granting employees a special medical leave of absence (“SMLOA”) and describes the coordination of a SMLOA with other Honeywell provided medical leaves of absence, including leaves covered by Honeywell’s short term and long term disability plans, as well as leaves pursuant to the Family Medical Leave Act (“FMLA”) and other Law. This Policy shall be interpreted and applied in all respects to ensure compliance with Law, including but not limited to the Americans with Disabilities Act.

**SCOPE AND ELIGIBILITY**

This Policy generally applies to all Covered Employees with respect to medical leaves of absence and SMLOAs that commence on or after October 1, 2017. It replaces in its entirety all previous versions of this Policy with respect to medical leaves of absence and SMLOAs that commence on or after October 1, 2017. The job protection provisions of this Policy do not apply to Covered Employees designated by the Company as in the Executive Band or higher.

**POLICY**

**1 LEAVES OF SIX MONTHS OR LESS**

**1.1 Application for Leave**

A Covered Employee who is unable to work for a period of more than seven (7) calendar days due to a medical reason must apply for a leave of absence under the Honeywell Short-Term Disability Plan (“STD Plan”). While Covered Employees who do not apply for a leave of absence under the STD Plan may nevertheless be entitled a medical leave of absence under Law, they will not be eligible to apply or be considered for a SMLOA except to the extent required by Law.

**1.2 Pay and Benefits During Leave**

A Covered Employee’s pay and benefits during an STD Plan leave of absence (“STD LOA”) shall be governed by the terms of the STD Plan, the applicable benefit plans and Law in effect as of the commencement of the absence. A Covered Employee’s pay and benefits during a medical leave of

absence (other than an STD LOA) shall be governed by Law and the terms of the applicable benefit plans in effect as of the commencement of the absence.

### **1.3 Reinstatement After Leave**

A Covered Employee who is approved for a medical leave of absence under this Section 1 shall generally be entitled to reinstatement to his or her Honeywell position at the conclusion of such medical leave of absence. If, however, the Covered Employee's position ceases to exist during the Covered Employee's medical leave of absence such that the Covered Employee would not otherwise have been employed at the time reinstatement is requested, the Covered Employee will not be reinstated unless required by Law.

### **1.4 Return to Work**

A Covered Employee who is approved for a medical leave of absence under this Section 1 or whose STD Plan claim is on appeal must, upon the expiration of such medical leave of absence or denial of the appeal, return to work unless the Covered Employee requests and receives approval from his or her Human Resources generalist to continue the leave of absence under FMLA, state leave law, as a reasonable accommodation of a disability, or as otherwise required by Law. A Covered Employee who (i) does not return to work upon the expiration of a medical leave of absence or the denial of an appeal, and (ii) does not receive an approval to continue the leave of absence, shall be terminated and treated as a voluntary termination for purposes of any Honeywell severance pay plan.

### **1.5 Coordination With Leave Laws**

A Covered Employee who is approved for a medical leave of absence shall have such leave of absence run concurrently with the Covered Employee's entitlement, if any, to leave under FMLA or applicable state and/or local leave statute.

## **2. LEAVES THAT EXTEND BEYOND SIX MONTHS—LTD PLAN COVERAGE**

### **2.1 Application for LTD Benefits**

A Covered Employee who continues to be unable to work due to medical reasons after an approved medical leave of absence for a period of six months and who has elected coverage under Honeywell's long term disability ("LTD") plan ("LTD Plan") must apply for LTD benefits in accordance with the LTD Plan. Employees who have elected LTD Plan coverage and do not apply for LTD benefits during the first six months of approved medical leave of absence will not be eligible to apply and be considered for a SMLOA, except to the extent required by Law.

### **2.2 Pay and Benefits During LTD Leave**

A Covered Employee's pay and benefits during an LTD Plan leave of absence ("LTD LOA") shall be governed by the terms of the LTD Plan, the applicable benefit plans and Law in effect as of the commencement of the absence.

### **2.3 Reinstatement After Leave**

A Covered Employees on LTD LOA shall have no automatic right of reinstatement to his or her former position, or any other Honeywell position, at the conclusion of the LTD LOA, except to the extent provided by Law. Honeywell will consider whether or not a position may be held open for a Covered Employee on an LTD LOA as a reasonable accommodation of a disability under Law.

### **2.4 Returns Within Twelve Months**

A Covered Employee on an LTD LOA who is able to return to work within the first twelve (12) months of the LTD LOA shall have a maximum period of thirty (30) days of unpaid leave in which to seek another Honeywell position if his or her position is no longer available. If the Covered Employee is unable to secure another Honeywell position prior to the expiration of such thirty (30) day period, the Covered Employee shall be terminated from employment and *may* be eligible for severance benefits under the applicable Honeywell severance pay plan as in effect on the date of such termination.

### **2.5 Failure to Return Within Twelve Months**

A Covered Employee on LTD LOA who is unable to return to work within twelve (12) months of commencing such LTD LOA shall be terminated, except to the extent otherwise provided by Law. A Covered Employee terminated hereunder shall *not* be entitled to any benefits under any Honeywell severance pay plan.

## **3. LEAVES THAT EXTEND BEYOND SIX MONTHS—NO LTD PLAN COVERAGE**

### **3.1 Eligibility for SMLOA**

A Covered Employee who did not elect LTD Plan coverage or is ultimately denied LTD benefits may apply for a SMLOA for up to 12 months (“Maximum SMLOA Period”) commencing six months (and extending no later than 18 months) after the onset of his or her medical leave of absence. A Covered Employee may be granted a SMLOA only if the Covered Employee:

- has been on an approved medical leave of absence for a period of at least six months, but not more than 18 months;
- has no right (or further right) to a (continued) medical leave of absence pursuant to the LTD Plan; and
- has a medical condition that is determined to be a disability requiring reasonable accommodation under Law.

### **3.2 Duration of SMLOA**

An SMLOA will be granted for the period of time during which a Covered Employee is unable to return to work, but shall not extend beyond the Maximum SMLOA Period, unless the Covered Employee can demonstrate, in accordance with Law, that a reasonable extension would permit him or her to return to work imminently.

### **3.3 Restrictions**

A Covered Employee who is granted a SMLOA shall:

- not receive any wages or other compensation from the Company;
- not have an automatic right of reinstatement to his or her former position or any other position (rather, Honeywell will consider whether or not a position may be held for a Covered Employee on a SMLOA as a reasonable accommodation of a disability under Law); and
- be eligible for the continuation of the applicable employee benefits, if at all, in accordance with the terms of each plan.

### **3.4 Returns to Work**

If a Covered Employee on a SMLOA is able to return to work and perform the essential functions of his or her prior position (with or without an accommodation) on or before the last day of the Maximum SMLOA Period, and if his or her prior position is no longer available, such Covered Employee shall have a maximum period of thirty (30) days of unpaid leave during which to seek another Honeywell position. If a new Honeywell position is not secured prior to the expiration of such thirty (30) day period, the Covered Employee shall be terminated from employment and *may* be eligible for severance benefits under the applicable Honeywell severance pay plan as in effect on the date of such termination.

If a Covered Employee on a SMLOA is unable to return to work and perform the essential functions of his or her prior position (with or without an accommodation) on or before the last day of the Maximum SMLOA Period, he or she shall be terminated from employment, except to the extent otherwise provided by Law. A Covered Employee terminated hereunder shall *not* be entitled to severance benefits under any Honeywell severance pay plan.

### **3.5 Early Termination of SMLOA**

A SMLOA may be terminated early, without severance, by the Company if the Covered Employee:

- commences other employment, is engaged in any other occupation, or otherwise earns any income (including self-employment income) in excess of \$200 per month;
- does not comply with reasonable requests for proof of continued disability (with or without a reasonable accommodation under Law);
- voluntarily terminates employment with the Company; or
- dies.

### **3.6 Applying for SMLOA**

A Covered Employee who wishes to apply for a SMLOA must (1) notify Honeywell of his or her intent to apply by calling HR Help at 1-877-258-3699, option 4, and (2) submit a completed application for SMLOA during the fourteen (14) day period following the date the Covered Employee provides notice of his or her intent to apply for a SMLOA.

If a Covered Employee is covered by the LTD Plan, he or she must provide Honeywell with notice of an intent to apply for a SMLOA during the fourteen (14) day period starting with the date he or she is issued a first level LTD Plan benefits denial. If a Covered Employee is not covered by the LTD Plan, he or she must provide Honeywell with notice of an intent to apply for a SMLOA during the fourteen (14) day period immediately following the expiration of the first six months of a medical leave of absence.

## **DEFINITIONS**

*Covered Employee.* For purposes of this Policy, Covered Employee generally means any Honeywell employee who works in the United States. However, Covered Employee does not include the following, except to the extent necessary to satisfy Law:

- Employees covered by a collective bargaining agreement, except to the extent such collective bargaining agreement specifically adopts the provisions of this Policy;
- Employees whose leave of absence is the result of an injury covered by workers' compensation;
- Employees employed directly by Honeywell Federal Manufacturing & Technologies, LLC, National Technology and Engineering Solutions of Sandia, LLC., or any similar Honeywell affiliate with whom the U.S. Government has contracted to manage and operate a Federal government operation, except to the extent such affiliate expressly adopts this Policy;
- Individuals classified by the Company as contract, 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.

*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.

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

## **RESPONSIBILITY FOR THE POLICY**

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

## **RELATED POLICIES, INFORMATION AND RESOURCES**

Employees and Applicants With Disabilities (Policy 2079)  
Family and Medical Leave (Policy 2056)

## **REPORTING CONCERNS AND SEEKING GUIDANCE**

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

## **REVISION HISTORY**

This Policy was originally effective January 1, 2007. It was amended and restated effective June 1, 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.*

*This Policy is the property of Honeywell International Inc. and is published on the Company's intranet at <http://policy.honeywell.com>. It is the reader's responsibility to review the intranet publication of this Policy to ensure the most current version is being referenced before taking action based on this printed copy, which may be outdated.*