

# Employee Handbook

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*Tramontina USA, Inc.*  
*Effective: September 2024*

**TRAMONTINA**

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## **01 PREFACE**

### *The Beginning...*

Tramontina began in quiet fashion in 1911 when Valentin Tramontina opened a small blacksmith shop in Rio Grande do Sul in the southern region of Brazil. In 1939, Valentin's wife, Elisa, mourning the loss of her husband, managed the company and worked diligently to maintain the company's standards of craftsmanship, quality and integrity.

### *Growth...*

Ten years later, Valentin and Elisa's son, Ivo, and his Employee, Ruy J. Scmazzon, rose to the company's leadership and in 1954 brought the company into the era of modern manufacturing.

### *Diversification...*

As the company evolved, opening new facilities and entering new business segments, the legacy and guiding principles of Valentin and Elisa Tramontina have remained.

### *Today...*

The Tramontina Group operates 11 modern factories and 12 distribution centers worldwide and is one of the world's leading manufacturers of household goods. Tramontina USA, Inc. (referred to in this Employee Handbook as "Tramontina," "TUSA" or the "Company") was founded in 1986 and is one of the largest corporate affiliates of the Tramontina Group from Brazil. TUSA has become the largest channel of distribution for products manufactured under the Tramontina brand.

This Employee Handbook reflects some of the policies and procedures of TUSA. The purpose of this Employee Handbook are:

- To provide Employees with a guide to successful performance and a clear understanding of expectations;
- To provide Management with the information necessary to fulfill its responsibilities to its Employees; and
- To provide for fairness, trust, respect, dignity and equity in the treatment of Employees.

It is expected that Management will become familiar with the contents of this Employee Handbook so that they will be able to answer Employee questions as they arise and apply the appropriate policies and procedures as the occasion requires. Management is also responsible for ensuring that the Employees that work for them are informed of these policies and procedures understand them and abide by them. These policies are subject to amendment, modification, or termination at any time, at complete Company discretion.

Questions about application, interpretation, or clarification regarding any specific policies or procedures are to be directed to the Human Resources Department. Our confidence in the future is based upon the skills, commitment and efforts of all our Employees. There is no unimportant job at Tramontina. We consider our Employees a significant organizational strength. We are delighted that you are a part of Tramontina!

## **02 MISSION STATEMENT**

To do things well in order to inspire people and foster meaningful experiences, generating value and satisfaction for customers, consumers, employees, stockholders and communities.

## **VISION**

To be the leading Brazilian company in consumer satisfaction by delivering the best solutions for everyday life. To remain a reference brand in quality, innovation, wholesome relationships and human values.

## **03 PURPOSE OF EMPLOYEE HANDBOOK**

This Employee Handbook contains information about the employment policies and practices of Tramontina. Because policies and procedures are subject to change, with or without prior notice, the information provided in this Employee Handbook is not intended to create an express or implied contract of employment nor should it be construed as terms and conditions of an express or implied contract of employment with Tramontina. This Employee Handbook cannot cover every situation or answer every question about policies and benefits at Tramontina. Tramontina has the right to add new policies, change policies, or cancel policies at any time. All such revisions, deletions, or additions must be in writing. No oral statements or representations can change the provisions of this Employee Handbook. Employees will be notified of any changes made to the Employee Handbook.

Nothing in this Employee Handbook or in any other document or policy is intended to violate any local, state or federal law. Nothing in this Handbook is intended to limit any concerted activities by Employees relating to their wages, hours or working conditions, or any other conduct protected by Section 7 of the National Labor Relations Act. Furthermore, nothing in this Employee Handbook prohibits an Employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (“EEOC”), National Labor Relations Board (“NLRB”), Securities and Exchange Commission (“SEC”) or any other federal, state or local agency charged with the enforcement of any laws.

## **04 AT WILL NATURE OF EMPLOYMENT**

All Employees of Tramontina are Employees at-will. This means that employment may be terminated for any or no reason, with or without cause or notice at any time by the Employee or by Tramontina. Nothing contained in this Employee Handbook, or any other Company policy or practice, or any oral statement shall limit the right to terminate at-will. This at-will employment policy is the sole and entire agreement between the Employee and Tramontina regarding the fact that employment with Tramontina is at-will. Other than the CEO of the Company, no manager or representative of the Company has authority to enter into any agreement, express or implied, for employment for any specific period of time, employment other than at-will, or any benefit or compensation. Only Tramontina’s CEO has the authority to make any such agreement, and then only in writing signed by the Company CEO, which specifically references the change in the term and/or condition of employment.

## **05 NON-SOLICITATION - WORKPLACE SOLICITATION, DISTRIBUTION AND ACCESS**

To promote a professional workplace, prevent disruptions in business or interference with work and avoid personal inconvenience, the Company has adopted rules applicable to all Employees and non-Employees which govern solicitation, distribution of written material, political advocacy and access to Company property. Solicitation is any form of requesting money, support, or participation for products, groups, organizations or causes which are unrelated to the Company. The exceptions to this policy are charitable and community activities supported by the Company, and Company sponsored programs related to the Company's services. Strict compliance with these rules is required.

- Employees are prohibited from engaging in solicitation during their working time or during the working time of the Employee or Employees at whom such activity is directed.
- Employees are prohibited from distributing or circulating written or printed material in work areas at any time, or during their working time or during the working time of the Employee or Employees at whom such activity is directed.
- Employees are prohibited from engaging in political advocacy on a subject over which the Company has no control in a manner that is disruptive to Company operations.
- Off-duty Employees are not permitted in the interior of the Company's facilities or in working areas.
- Non-Employees are not permitted on Company property at any time, except when on official Company business or as part of an approved Company event.

As used in this policy, "working time" does not include break periods, meal periods, or periods in which an Employee is not scheduled to be performing work for the Company.

To avoid disruption to the workplace, Tramontina has established rules applicable to all Employees and non-Employees that govern solicitation and distribution of written material. Strict compliance with these rules is required.

- You shall not solicit or promote support for any cause or organization during your work time or during the work time of any Employee or Employees at whom such activity is directed.
- You shall not distribute or circulate any written or printed material in work areas at any time during your work time or during the work time of any Employee or Employees at whom such activity is directed.
- Under no circumstances will non-Employees be permitted to solicit or to distribute written material for any purpose on Tramontina property.
- There will be no solicitation and or selling of materials for personal gain in work areas at any time, or during your work time or during the work time of any Employee or non-Employee at whom such activity is directed.

## **06 APPLICANT AND EMPLOYEE SCREENINGS**

To ensure that individuals who join Tramontina are well qualified and to ensure that Tramontina maintains a safe and productive work environment, the Company may engage a third party to perform background checks upon written consent of an applicant or Company Employee. Consistent with legal or contractual requirements, the Company also reserves the right to obtain and to review an applicant's or an Employee's background check, and related information, and to use such information when making employment decisions, but only to the extent permissible under applicable law. Background checks will be conducted on all final candidates and on all Employees, who are promoted, as deemed necessary. If a hiring decision or employment decision is made based on the results of the background check, a copy of the report should also be sent to the applicant or Employee.

The Company may consider a pending criminal matter in certain circumstances for business-related reasons, consistent with applicable law. All background checks will be conducted in strict conformity with the federal Fair Credit Reporting Act (FCRA), applicable state fair credit reporting laws, and state and federal anti-discrimination and privacy laws. The Company is an equal opportunity employer and will comply with applicable federal, state and local laws relating to the use of background checks for employment purposes.

Background checks and investigations performed for the Company may include the use of consumer reporting agencies, which may gather and report information to the Company in the form of consumer or investigative consumer reports. The types of reports that may be requested from consumer reporting agencies under this policy, include, but are not limited to, credit reports, criminal records checks, court records checks, driving records, and/or summaries of educational and employment records and histories. The information contained in these reports may be obtained, by a consumer reporting agency from private or public record sources or through personal interviews with your coworkers, neighbors, friends, Employees, current or former employers, or other personal acquaintances.

As provided in this policy, the Company may request consumer reports, including records checks and investigative reports based on interviews, in connection with your application for employment, or at any time during your employment with the Company, for purposes of evaluating your suitability for employment, promotion, reassignment or retention as an Employee. The Company may otherwise obtain such reports, both during and after your employment with the Company, for purposes of evaluating, investigating, or enforcing compliance with Company policies or in connection with responding to grievances or complaints, regardless of whether you remain in the employ of the Company at the time the report is requested, provided you have consented to such.

Employees are expected to cooperate fully with this background checks and investigations policy. Such cooperation includes, among other things, providing truthful and complete information in response to inquiries made by the Company or third-party investigators during investigations. Failure to cooperate in these respects, or any attempt to interfere with the

Company's implementation of this policy, or the Company's efforts to obtain relevant information, will result in discipline, up to and including termination from employment.

All offers of employment are conditioned on receipt of a background check report that is acceptable to Tramontina. All background checks are conducted in conformity with all applicable laws, including the Federal Fair Credit Reporting Act. Reports are kept confidential and are only viewed by necessary individuals.

If information obtained in a background check would lead Tramontina to deny employment, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the report's accuracy. Background checks may include a criminal record check, although a criminal conviction does not automatically bar an applicant from employment.

Additional checks such as a driving record or credit report may be made on applicants for particular job categories if appropriate and job related.

Tramontina also reserves the right to conduct a background check for current associates to determine eligibility for promotion or reassignment in the same manner as described above.

## **07 EQUAL EMPLOYMENT OPPORTUNITY**

It is Tramontina's policy to provide equal employment opportunities to all persons by placing the most qualified person in each job, without regard to race, color, religion, age, sex (including pregnancy, lactation, childbirth, or related medical conditions), national origin, physical or mental disability, veteran status, genetic information, or any other classification protected by federal, state, or local law. This applies to all policies and procedures of employment including hiring, placement, promotion, demotion, discipline, transfer, recall, recruitment, recruitment advertising, lay-off or termination, compensation, benefits, selection for training, leave of absence, and all other terms and conditions of employment.

The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law.

## **08 DISABILITY AND ACCOMMODATION**

To ensure equal employment opportunities to qualified individuals with a disability, the Company will make reasonable accommodations for known physical or mental limitations of an otherwise qualified applicant or existing Employee, upon request, as long as the potential accommodation does not create an undue hardship on the operation of the business and/or a direct threat to the health and/or safety of the individual or others, and the accommodation would enable the individual to apply for, or perform the essential functions of the position in question.

Any applicant or Employee who requires an accommodation in order to apply for, or perform the essential functions of the job, should notify Management or the Human Resources Manager. The



Company will then work with the applicant or Employee to identify possible accommodations, if any, that will help to eliminate the limitation or barrier.

If the accommodation is reasonable, will not impose an undue hardship on the operation of the business, and will not impose a direct threat to the health and/or safety of the individual or others, we will generally make the accommodation or we may propose another reasonable accommodation which may also be effective. Applicants and Employees are required to cooperate with this process by providing all necessary documentation to support the need for accommodation and by being willing to consider alternative accommodations which may be applicable.

If you have question or concerns regarding a disability, the ADA, or a possible reasonable accommodation, please contact the Human Resources Manager.

### **RELIGIOUS ACCOMMODATION**

The Company will provide reasonable accommodation for Employees' religious beliefs, observances, and practices when a need for such accommodation is identified and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an Employee's religious beliefs, observances, or practices and the Employee's job requirements, without causing undue hardship to the Company.

The Company has developed an accommodation process to assist Employees, management, and Human Resources. Through this process, the Company establishes a system of open communication between Employees and the Company to discuss conflicts between religion and work and to take action to provide reasonable accommodation for Employees' needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests. Any Employee who perceives a conflict between job requirements and religious belief, observance, or practice should bring the conflict and request for accommodation to the attention of Human Resources to initiate the accommodation process. The Company requests that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

### **PREGNANCY ACCOMMODATION**

In accordance with the federal Pregnant Workers Fairness Act ("PWFA"), the Company will make reasonable accommodations for known physical or mental limitations related to the pregnancy, childbirth or related medical conditions of a qualified applicant or Employee, unless the accommodation would impose an undue hardship on the operation of the Company's business.

"Known physical or mental limitations" are those that the applicant, Employee or their representative has communicated to the Company. Employees or applicants who wish to inform the Company of such a limitation and/or request a reasonable accommodation under this policy should contact Human Resources, preferably specifying in writing, what barriers or limitations

prompted the request. Human Resources will evaluate information provided regarding any reported or apparent barriers or limitations and will then communicate with the applicant or Employee and engage in an interactive process to determine the nature of the limitation and what, if any, reasonable accommodation(s) may be appropriate. If, through this interactive process, the Company and the individual arrive at a reasonable accommodation that does not impose an undue hardship on the operation of the Company's business, the Company will make that reasonable accommodation.

Employees who wish to request time away from work to accommodate a limitation related to pregnancy, childbirth or a related medical condition should contact Human Resources. However, the Company will not require a qualified Employee to take leave if another reasonable accommodation can be provided.

The Company prohibits discrimination on the basis of pregnancy, childbirth or related medical conditions. The Company also will not interfere with any individual's rights under the PWFA or take adverse action against a qualified applicant or Employee because they request or use reasonable accommodations in accordance with this policy, report or oppose discrimination under the PWFA, or participate in a proceeding involving an alleged violation of the PWFA. Individuals who believe they have been subjected to, or believe that another individual has been subjected to, prohibited discrimination or retaliation should report it immediately to Human Resources.

## **LACTATION ACCOMMODATIONS**

The Company will provide lactating mothers reasonable break time to express milk. This time is provided in addition to regular break periods and should be scheduled in consultation with their supervisor to minimize disruption. Tramontina's wellness rooms and restrooms provide a private, comfortable, and clean space for lactation. The wellness rooms are separate from restrooms and equipped with necessary amenities such as chair, table, and electrical outlets.

## **09 CONFIDENTIALITY**

The protection of confidential business information and trade secrets is vital to the interests and the success of any business venture and this Company. For this reason, Tramontina requires every Employee to sign an agreement to maintain the confidentiality of its proprietary information to which the Employee is provided, learns or otherwise has access to in the course of their duties at Tramontina, or its affiliated companies. Such "Confidential Information" includes but is not limited to: compensation data, financial information, personnel and staff information, employment practices, information of business customers or suppliers (including customer or supplier lists), marketing strategies, new business strategies, new materials research, pending projects and proposals, development plans, research and development strategies, and any operational information that is not known to the general public or to the Company's competitors. An item of information, or a compilation of information, in any form (tangible or intangible), related to the business of the Company that the Company has not made public or authorized

public disclosure of, and that is not generally known to the public through proper means.

Confidential Information does not include information lawfully acquired by non-management Employees about wages, hours or other terms and conditions of employment, if used by them for purposes protected by §7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for their mutual aid or protection. Confidential Information also does not include conduct that was, or that an Employee reasonable believes to be, illegal; conduct that is recognized as against a clear mandate of public policy; or the existence of a non-confidential settlement involving any such conduct. Nothing in this Employee Handbook prohibits an Employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing Confidential Information which the Employee acquired through lawful means in the course of employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority.

Employees are expected to maintain Confidential Information by taking the following precautionary measures:

1. Discuss Confidential Information only with other Company Employees who have a specific business reason to know or have access to such information.
2. Do not share Confidential Information with outside parties.
3. Monitor and supervise visitors in any places where the Company may maintain Confidential Information.
4. Secure Confidential Information in the appropriate files per the company's policies and procedures.

Any improper transfer of material or disclosure of information, even though it is not apparent that an Employee has personally gained by such action, constitutes unacceptable conduct. Any Employee who participates in such practice will be subject to disciplinary action, up to and including termination of employment and possible legal action; which will be entitled to recover its costs and necessary attorney's fees that are incurred in connection with the enforcement of this agreement.

All Employees are expected to maintain the highest standards of care when using the Company's Confidential Information. This includes use via electronic storage mediums such as Company-issued laptop computers, Company issued phones, USB drives, or cloud-based storage drives. It is of the highest importance for each Employee to make sure that only authorized persons have access to the Confidential Information. Only put Confidential Information on any device or drive that you always have complete control over. Do not leave Confidential Information or devices containing Confidential Information out in the open where they are unsupervised. Do not leave computers, phones, or USB drives in your car where they can be stolen, always take them inside with you. Always use password protection and encryption for

data whenever possible. If you are aware of Confidential Information being compromised or stolen, please report the situation to your manager immediately. If you are aware of your devices, including your computer, your cellphone, or your access badge being stolen, please report the theft to your manager immediately. Should the Company determine that the Employee was at fault for the loss of company property due to the Employee's failure to adhere to the Confidential Information policy in this handbook, then the Company may deduct the cost for the loss of such property from the Employee's paycheck.

Further, Employees are hereby notified that under the 2016 Defend Trade Secrets Act (DTSA): (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that: (A) is made **in confidence** to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and made **solely for the purpose of** reporting or investigating a suspected violation of law; or, (B) is made in a complaint or other document filed in a lawsuit or other proceeding, **if such filing is made under seal** so that it is not made public; and, (2) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court or arbitration proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by order in that proceeding.

#### **010 CONFLICT OF INTEREST**

Tramontina Employees are expected to devote their best efforts and attention to the full-time performance of their jobs. Employees are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between the Employee's personal interests and the interests of the Company.

All Employees must conduct themselves in such a way as to avoid actual or potential conflicts of interest. The following are examples of prohibited conflicts of interest in any aspect of their jobs:

1. Accepting personal gifts valued above \$50 including gratuities, entertainment, or payment of expenses (beyond conventional business courtesies) from a customer, competitor, or supplier without obtaining the Company's advance approval by contact HR for approval coordination. In no event may a gift, gratuity or expense payment influence a business decision, transaction or service,
2. Working for a competitor, supplier or customer of the Company,
3. Engaging in self-employment or any other form of competition with the Company,
4. Using proprietary or Confidential Company information for personal gain or to the Company's detriment,
5. Having a direct or indirect financial interest in or relationship with a competitor, customer, or supplier of the Company,
6. Having a personal, romantic relationship with a direct report or member of Management,
7. Employing a family member that is a direct report or subordinate of another family member or giving preferential treatment to a vendor, competitor, customer or supplier based on personal or family connections,
8. Using Company assets or labor for personal use, and

9. Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the Company.

If an Employee or someone with whom an Employee has a close relationship (such as a family member or close companion) has a financial or employment relationship with a competitor, customer, supplier, or potential supplier of the Company or if the Employee is in doubt concerning the proper application of this policy, the Employee must disclose this fact in writing to his or her Manager and Human Resources.

If an Employee is unsure whether a transaction, activity, or relationship could create a conflict of interest, the Employee should discuss the situation with a manager or a member of the Human Resources department.

It is important that any secondary employment, as well as outside interests, do not interfere in any way with your job with the Company. You should also be careful that extra hours of work do not affect the safe performance of your job duties by leaving you tired or distracted. Also, if your second job creates a potential conflict of interest you are required to obtain written approval, in advance, from the Manager, Human Resources and the CEO.

All Employees who are aware of violations of this policy must report such violation to their Manager and Human Resources immediately. Violations of this policy may result in disciplinary action up to and including termination.

Failure to disclose the fact of a conflict or potential conflict may constitute grounds for disciplinary action.

This policy in no way prohibits Employee affiliations or activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of Employees to organize collectively and to speak with others about their terms and conditions of employment.

Employees must avoid any relationship or activity that might impair, or even appear to impair, their ability to make objective and fair decisions when performing their jobs. At times, an Employee may be faced with situations in which business acts take on behalf of Tramontina may conflict with the Employees' own personal interests. Company property, information or business opportunities may not be used for personal gain.

Conflicts of interest could arise in the following circumstances (not all inclusive)

- Being employed by or acting as a consultant to a competitor or potential competitor, supplier or competitor, regardless of the nature of the employment while employed with Tramontina.
- Hiring or supervising family members or closely related people.
- Serving as a board member for an outside commercial company or organization.
- Owning or having a substantial interest in a competitor, supplier or contractor.
- Accepting gifts, discounts, favors or services from a customer/potential customer,

- competitor or supplier unless equally available to all company Employee's
- Performing work as a vendor for Tramontina.

Employees with a conflict of interest question should seek advice from the Human Resources Manager. Before engaging in any activity, transaction or relationship that might give rise to a conflict of interest, or the appearance thereof, Employees must seek review from the Humana Resources department.

## **011 RULES OF CONDUCT**

Along with the advantages and opportunities offered by Tramontina, there are certain responsibilities and obligations that you are expected to meet. Your primary and most important responsibility is to do a good job on the work assigned to you by your manager. Rules and regulations are, however, necessary to provide for the safety and well-being of our Employees, customers and guests. Because compliance with the following is a condition of employment, violations may result in corrective action up to and including immediate termination.

These rules do not alter the at-will nature of your employment. You have the right to terminate your employment at any time, with or without cause or notice, and the Company has a similar right.

Although it is not possible to provide an exhaustive list of all types of unacceptable conduct and performance, the following are some examples of such unacceptable behaviors:

- Falsification of employment records, employment information or other records;
- Recording the work time of another Employee, allowing any Employee to record another Employee's work time, or allowing falsification of any timecard, whether yours or another Employee's;
- Theft or the deliberate or careless damage of the Company's property or the property of any Employee, visitor or other third party involved in the Company's business operations;
- Use or removal of materials, supplies, tools or products of the Company, a visitor or third-party involved in the Company's business operations without advanced permission from management;
- Violation of the Company's policies governing use of business equipment, electronic resources and information systems;
- Provoking a physical fight or engaging in physical fighting during working hours or on premises owned or occupied by the Company;
- Using abusive, violent, threatening or obscene language at any time during working hours or while on premises owned or occupied by the Company;
- Absence of **2** consecutive scheduled workdays without prior notice to the Company;
- Failing to obtain permission from your Manager to leave work or be offline during

scheduled working time (not including legally required meal and rest breaks) unless the reason is legally protected;

- Failing to observe working schedules, including meal and rest breaks;
- Abusing or misusing paid sick leave (note: for Employees subject to mandatory sick leave laws, the provisions of the applicable policy govern sick leave issues);
- Failing to provide a certificate from a health care provider when requested or required to do so in accordance with applicable law;
- Working overtime without authorization or refusing to work assigned hours;
- Violating any safety, health or security policy, rule or procedure of the Company;
- Refusal to perform assigned duties as requested by a Manager unless unsafe or contrary to Company policies or procedures;
- Discrimination or harassment in violation of our EEO or Prohibited Harassment Policy against any Employee, client, contractor, visitor, or other individual involved in the operations of the Company based upon race, religion, age, sex, national origin, disability or any other protected characteristic under applicable law; and
- Use, consumption or possession of intoxicating beverages or illegal drugs on the Company premises, during working hours, or a work event, or otherwise violating the Company's Drug and Alcohol Policy.
- Insubordination
- Destruction of company property
- Wasting time or conducting personal business during work hours, using company equipment for non-work-related reasons.
- Solicitating business (selling items or services) or soliciting funds from coworkers.

The above list is not intended to be all-inclusive. Its primary purpose is to identify the standards of performance/conduct that are expected and required for the benefit of all Employees.

## **012 GRIEVANCE POLICY / COMPLAINT PROCEDURE**

At Tramontina, USA, we are committed to fostering a positive and respectful workplace. However, we understand that from time to time, grievances or complaints may arise. It is important that Employees feel heard and have a clear process for addressing concerns. The following grievance procedure is designed to provide Employees with a structured and confidential method to raise issues and resolve disputes.

The purpose of this policy is to provide a formal process for Employees to report and resolve grievances in a timely and fair manner. A grievance may relate to, but is not limited to:

- Working conditions
- Interpersonal conflicts

- Alleged discrimination, harassment, or bullying
- Management decisions
- Breach of company policies
- Pay and benefits disputes

This policy applies to all Employees of Tramontina, USA, regardless of their position or seniority.

Any applicant or employee who believes they have been subjected to prohibited discrimination, harassment, or retaliation by a co-worker, supervisor, manager, client, visitor, vendor, customer of the Company, or who believes another individual has been subject to such conduct, should report it immediately, preferably in writing, to the highest-ranking on-site Manager or to Human Resources. Employees are not required to report any prohibited conduct to a supervisor or manager who may be hostile, who has engaged in such conduct, who is a close Employee of the person who has engaged in such conduct, or with whom the employee is uncomfortable discussing such matters. Applicants and employees are encouraged to report concerns, even if they relate to incidents in the past, involve individuals who are no longer affiliated with the Company, or concern conduct occurring outside of work if it impacts the individual at work.

Employees are encouraged, but not required, to communicate to the offending person that the person's conduct is offensive and unwelcome. Any Manager who receives a complaint of discrimination, harassment, or retaliation must immediately report the allegation to Human Resources.

Whenever the Company is made aware of a situation that may violate this policy, the Company will conduct a thorough and objective investigation. Confidentiality will be maintained to the extent practical and permitted by law. Investigations will be conducted as confidentially as possible and related information will only be shared with others on a need-to-know basis. The investigation will be completed, and a determination made and communicated to the employee as soon as practical. The Company expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of proscribed harassment, discrimination or retaliation, or regarding the alleged violation of any other Company policies, and during the investigation, to keep matters related to the investigation confidential.

If a complaint of prohibited discrimination, harassment, or retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken. If a complaint cannot be substantiated, the Company may take appropriate action to reinforce its commitment to providing a work environment free from harassment.

### **Informal Resolution**

Before initiating a formal grievance/complaint, Employees are encouraged to resolve issues informally. Employees may:

- Speak directly with the person(s) involved to discuss the issue in a constructive manner.



- Seek advice from their supervisor or a member of the HR department. If the matter is resolved informally, no further action is needed.

## **Formal Grievance Procedure**

If the issue cannot be resolved informally, or if the employee feels uncomfortable addressing it directly, the following steps should be taken:

### **Step 1: Filing a Grievance**

The employee should submit a written grievance to their immediate supervisor or the Human Resources (HR) department. The grievance should include:

- A clear description of the issue(s) being raised
- Any relevant facts or documentation
- The desired outcome or resolution

### **Step 2: Acknowledgment**

The grievance will be acknowledged in writing within 3 working days by the recipient (supervisor or HR), and the employee will be informed of the next steps.

### **Step 3: Investigation**

An investigation will be conducted by the appropriate personnel. This may involve:

- Speaking to the employee(s) involved.
- Documenting the factual events
- Providing follow up with recommended resolution.

All information concerning an Employee complaint will be received in the strictest confidence. Supervisors and other members of management will discuss a complaint only with individuals who are involved in processing the complaint and otherwise, on a need to know basis.

## **OPEN DOOR POLICY**

Tramontina is committed to complying with all employment regulations, guidelines and laws, both state and federal. Any Employee who has concerns or complaints regarding any aspect of his or her employment may initiate a discussion with his or her Manager or an officer of the Company. Although Employees may directly contact an officer of the Company at any time, the Company recommends that Employees maintain open lines of communication with their Managers by reviewing concerns with them first unless they feel uncomfortable doing so or the concern involves the Manager. Problems will be dealt with promptly and will involve only necessary personnel. However, please understand that not every complaint can be resolved to the Employee's satisfaction. Even so, we believe that open communication is essential to a

successful work environment and all Employees should feel free to raise issues of concern without fear of reprisal.

Please note that some Company policies, such as the Sexual and Other Unlawful Harassment policy, contain specific reporting procedures that should be followed. Employees should feel free to utilize this Open-Door policy for reports and ideas that are not addressed through the Company's specific reporting procedures. Managers should notify Human Resources immediately if issues involve harassment, discrimination, or retaliation.

### **013 SECURITY & WORKPLACE VIOLENCE**

The Company is committed to providing a safe, violence-free workplace and strictly prohibits Employees, consultants, customers, visitors or anyone else on Company premises or engaging in a Company-related activity from behaving in a violent or threatening manner. As part of this policy, Tramontina seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence even prior to any violent behavior occurring.

The Company believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs and has established procedures for responding to any situation that presents the possibility of violence. More information is available from Human Resources.

In the interest of safety and security, upon completion of their shift, Employees are expected to leave the Tramontina facilities as soon as possible (this includes locker rooms, break areas, office areas, etc.) unless they are there on approved Company business.

The following acts although not exhaustive, are strictly prohibited and violations may be subject to discipline, up to and including termination:

1. Sabotage or intentional damage to Company property or property of another Employee.
2. Permitting any unauthorized visitor to enter the facility.
3. Causing physical injury to another person.
4. Making threatening remarks.
5. Aggressive or hostile behavior that creates a reasonable fear of injury to another person.
6. Possession of a weapon while on Company property.

In the interest of maintaining a workplace that is safe and free of violence, the Company generally prohibits the presence or use of firearms and other weapons on the Company's property, regardless of whether or not the person is licensed to carry the weapon. In addition, in accordance with Section 30.06, Texas Penal, a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter Company property with a concealed handgun. Also, pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter Company property with a handgun that is carried openly.

For purposes of this policy, Company property is defined as all Company-owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways and parking lots under the Company's ownership or control, except as noted below. In addition, this policy applies to all Company-owned or leased vehicles. Dangerous weapons include, but are not limited to, firearms, knives, explosives and other similar weapons.

Notwithstanding any of the foregoing restrictions, the Company does not prohibit those who lawfully possess firearms or ammunition from storing their firearms or ammunition inside their locked, privately owned vehicles in parking lots or other parking areas provided by the Company. Such lawfully possessed firearms and ammunition may not be removed from the Employees' personal vehicle or displayed to others.

To the extent that parking lots or other parking areas utilized by Employees are not owned by the Company, the owners of such parking lots may have additional rules that impact the storage of firearms and ammunition. In such situations, Employees must comply with the rules of both the Company and the property owner, in keeping with applicable law.

Employees who violate this policy are subject to disciplinary action up to and including termination of employment. A visitor who violates this policy may be removed from the property and reported to authorities. This policy does not apply to law enforcement personnel or security personnel who are engaging in official duties.

The Company reserves the right at any time and at its discretion to search all Company-owned or leased vehicles and all vehicles, packages, containers, briefcases, purses, lockers, desks, enclosures and persons entering its property for the purpose of determining whether any weapon has been brought onto its property or premises in violation of this policy. If Employees fail or refuse to promptly permit a search under this policy, they will be subject to disciplinary action up to and including termination.

If an imminent physical threat or danger exists, take immediate action to protect yourself and others from harm where you can do so safely. This may include, depending on the circumstances, notifying Tramontina Facilities Manager or first responders, notifying management and requesting assistance, moving to a secure location or calling 911.

#### **014 PROHIBITED HARASSMENT POLICY**

Tramontina is committed to providing a work environment that is free of prohibited harassment. As a result, the Company maintains a strict policy prohibiting sexual harassment and discrimination or harassment against applicants and Employees based on any legally-recognized status, including, but not limited to: race, color, religion, sex, pregnancy (including lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status or any other status protected by federal, state or local law. The Company's policy against harassment applies to harassment

that violates any applicable law and also prohibits conduct that may not necessarily be illegal, however may be determined to be inconsistent with the Company's prohibited harassment policy.

The Company's anti-harassment policy applies to all persons involved in its operations, regardless of their position, and prohibits harassing conduct by any Employee of the Company, including supervisors, managers, and nonsupervisory Employees. This policy also protects Employees from prohibited harassment by third parties, such as customers, vendors, clients, visitors, or temporary or seasonal workers. If such harassment occurs in the workplace by someone not employed by the Company, the procedures in this policy should be followed. The workplace includes actual worksites, any setting in which work-related business is being conducted (whether during or after normal business hours), company-sponsored events, or company owned/controlled property.

### **Sexual Harassment Defined**

Sexual harassment prohibited by this policy includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an Employee's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment includes various forms of offensive behavior based on sex. The following is a non- exhaustive list of the types of conduct prohibited by this policy:

- Unwanted sexual advances or propositions (including repeated and unwelcome requests for dates);
- Offers of employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages;
- Verbal conduct: making or using sexually derogatory comments, innuendos, epithets, slurs, sexually explicit jokes, or comments about an individual's body or dress, whistling or making suggestive or insulting sounds;
- Verbal and/or written communications of a sexual nature, graphic verbal and/or written sexually degrading commentary about an individual's body or dress, sexually suggestive or obscene letters, notes, invitations, emails, text messages, tweets or other social media postings;
- Physical conduct: touching, assault or impeding or blocking normal movements; and
- Retaliation for making harassment reports or threatening to report sexual harassment.

### **Other Types of Harassment**

Harassment on the basis of any legally protected status is prohibited, including harassment based on: race, color, religion, sex, pregnancy (including lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status or any other status protected by federal, state or local law. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. It also includes, but is not limited to:

- Verbal conduct such as taunting, jokes, threats, epithets, derogatory comments or slurs based on an individual's protected status;
- Visual and/or written conduct including derogatory posters, photographs, calendars, cartoons, drawings, websites, emails, text messages or gestures based on an individual's protected status;
- Physical conduct including assault, unwanted touching or blocking normal movement because of an individual's protected status; and
- Retaliation for making or threatening to make harassment reports to the Company, or for participating in an investigation into harassment allegations.

#### **PROTECTION AGAINST RETALIATION**

Retaliation is prohibited against any person by another Employee or by the Company for using the below complaint procedure, reporting harassment, objecting to such conduct or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by the Company or a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions, or otherwise denying any employment benefit.

The Company does not consider conduct in violation of this policy to be within the course and scope of employment and does not sanction such conduct on the part of any Employee, including management Employees.

## **015 DRUG & ALCOHOL POLICY**

Tramontina strives to maintain a workplace free of drugs and alcohol and to discourage drug and alcohol abuse by its Employees. Misuse of alcohol or drugs by Employees can impair the ability of Employees to perform their duties, as well as adversely affect our customers and customers' confidence in our company. It is prohibited to consume or use drugs or alcohol on company premise and during business hours.

### **Smoke-Free Environment**

To protect the health and safety of all Employees and customers of Tramontina, smoking is prohibited in Company buildings, on job sites that are indoors, and in Company-owned vehicles. Employees who wish to smoke may do so only on their regular breaks and meal periods, and must smoke outside of the building, job site, or Company-owned vehicle.

### **Inspections and Searches on Company Premises**

#### **1. Purpose of the Guideline**

Tramontina believes that maintaining a workplace that is free of drugs, alcohol, and other harmful materials is vital to the health and safety of its Employees and to the success of the Company's business. The Company also intends to protect against the unauthorized use or removal of Company property. In addition, Tramontina's intention is to assure its access, at all-times, to Company premises and Company property, equipment, records, documents, and files. Accordingly, the Company has established this Guideline concerning inspections and searches, on Company premises. This Guideline applies to all Employees of Tramontina.

#### **2. Definitions**

“Prohibited materials” means firearms or other weapons; explosives and/or hazardous materials or articles; illegal drugs or other controlled substances as defined in Tramontina's Drug-Free Workplace Guideline; drug-related paraphernalia; and alcoholic beverages or Company property that an Employee is not authorized to have in their possession.

“Company property” includes all documents, records, software, and files relating to Tramontina's business; and all equipment, hardware and other property of any kind whether owned, leased, rented or used by the Company.

“Company premises” includes all premises and locations owned or leased by Tramontina or under the control of the Company, including parking lots, lockers and storage areas.

“Reasonable suspicion” includes a suspicion that is based on specific personal observations such as an Employee's manner, disposition, muscular movement, appearance, behavior, speech or breathe odor; information provided to management by an Employee, by law enforcement

officials, by a security service or by other persons believed to be reliable; or a suspicion that is based on other surrounding circumstances.

“Possession” means that an Employee has the substance or Company property on their person or otherwise under their control.

### 3. Inspections and Searches

#### a) Access to Company Property

In order to ensure access at all times to Company property and because Employees who are properly in possession of Company property or information related to Company business may not always be available to produce the property or information (when needed in the ordinary course of business), Tramontina retains the right to search any property or equipment owned by the Company with or without cause, at any time. The Company retains the right to search private property within our facility or grounds with reasonable cause and, to the extent practicable, with advance notice. The Company retains the right to access information and communications stored on Company technology resources, at all-times.

Routine searches or inspections for Company property may include an Employee's office, desk, file cabinet, closet, computer files, voicemail or similar places where Employees may store Company property or Company-related information, whether or not the places are locked or protected by access codes.

Because even a routine search for Company property might result in the discovery of an Employee's personal possessions, all Employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to Tramontina.

#### b) Inspections and Searches for Prohibited Materials

Inspections or searches for prohibited materials in or on Company premises also will be conducted whenever Tramontina has reasonable suspicion that an Employee or Employees may be in possession of such materials in violation of this Guideline.

Inspections or searches for prohibited materials may be conducted by an independent security service or by the Company with its own personnel. In all cases, a member of management should be present.

Inspections or searches for prohibited materials may be conducted from time to time even when there is no immediate reason to suspect the presence of the materials. In such cases, Tramontina may announce the inspection in advance, except for inspections or searches conducted at locations where Employees enter or exit Company premises.

Inspections or searches for prohibited materials may include an Employee's office, desk, file cabinet, closet, or other locations where Employees may place personal possessions including,

but not limited to, Employee lockers and vehicles, when on Company premises, and/or other items of personal property worn or carried while on Company premises.

Employees who refuse to cooperate during an inspection or search will not be forcibly detained or searched. They will be informed, however, that Tramontina will base any disciplinary decision on the information that is available, including their refusal to consent to the search as well as the information that gave rise to a reasonable suspicion that the Employee was in possession of prohibited materials, if applicable, and that their failure or refusal to cooperate could deprive the Company of information that may clear them of suspicion. In addition, Tramontina reserves the right to take appropriate action to prevent the unauthorized removal from Company premises of Company property.

#### c) Disciplinary Action

Employees found to be in possession of prohibited materials in violation of this Guideline or to have used Company property in an unauthorized manner and/or are found to be in violation of other Tramontina policies and guidelines may be subject to discipline up to and including termination, regardless of the Company's reason for conducting the search or inspection.

If an Employee refuse to cooperate with a search or inspection that is based on reasonable suspicion that the Employee is in possession of prohibited materials, the Company may take that refusal into consideration in determining appropriate disciplinary action. Discipline will be based on all available information, including the information giving rise to the reasonable suspicion. It is therefore to the Employee's advantage to cooperate with the search or inspection whenever prohibited materials are present.

### **Alcohol**

Tramontina has a “zero tolerance” policy regarding Employees using or being “under the influence” of alcohol while performing company business, while operating motor vehicle in the course of business or for any job-related purpose, or while on company premises or worksite. “Under the influence” is defined as a breath alcohol reading greater than zero. Responsible consumption of alcohol during after hour client meetings/dinners and during company sponsored events where alcohol is served will be permitted.

### **Illegal Drugs**

Tramontina Employees are prohibited from using or being under the influence of illegal drugs while off duty or while on duty performing company business or while on a company facility or worksite. Employees may not use, manufacture, distribute, purchase, transfer or possess an illegal drug off duty or on duty in Tramontina facilities, while operating a motor vehicle for any job-related purpose or while on the job, or while performing company business. This policy does not prohibit the proper use of prescription medication under the direction of a physician; however, the misuse of such prescription medication or the use of prescription medication without a prescription is prohibited.



If the company determines an Employee has violated this Drug and Alcohol Policy, appropriate disciplinary actions, up to and including termination, will be taken.

### **Searches**

Tramontina may conduct searches for illegal drugs or alcohol on company premises without prior notice to associates. Such searches may be conducted at any time. Associates are expected to cooperate fully.

Searches of associates and their personal property may be conducted when there is reasonable suspicion to believe that the associate has violated this policy or when circumstances or workplace conditions justify such a search. Personal property may include, but is not limited to, purses, boxes, and briefcases, as well as any Tramontina property that is provided for associates' personal use, such as desks, lockers, and files. Associates shall have no expectation of privacy with respect to any Tramontina property utilized by associates and/or any personal property on Tramontina premises. Tramontina also reserves the right to search vehicles parked in its parking lots. An associate's consent to a search is required as a condition of employment and the associate's refusal to consent may result in disciplinary action, up to and including termination.

### **Reasonable suspicion testing**

Supervisors and or managers can make a referral for reasonable suspicion testing if it has been observed that an individual's functioning is impaired, such as but not limited to slurred speech, dilated pupils, smell of alcohol or other drugs, difficulty with balance, near miss of an accident, etc. They will inform the Human Resources department, at which point, HR will make the determination and send that Employee for testing.

### **Post-Accident Testing**

Employees involved in an accident as defined by OSHA & WHS guidelines will be required to take a post-accident test.

## **016 COMMUNICATIONS SYSTEMS POLICY**

Telephones, computers, internet access and e-mail are tools provided to Employees of Tramontina for business purposes. These resources are provided for you so that you may perform your duties in an efficient manner. These tools should not be used for personal reasons.

- Personal phone calls during working hours distract Employees from their job responsibilities and may be disruptive to coworkers. Personal phone calls during business hours are not acceptable except in the case of a family or medical emergency. Excessive phone calls during the workday, regardless of whether they are made or received by Employees, interfere with Employee productivity and are distracting to others.

- Personal cell phones are not allowed during work hours, unless you have been provided with a company cell phone. Cell phone use is allowed during breaks and lunches. Using cell phones to send text messages during working hours, keeping cell phones on desks or in work areas is not acceptable. Cellphones are not to be used as calculators, stop watches, etc. If you need these tools, please contact your supervisor. If you are experiencing a family emergency notify your supervisor so he/she is aware you may need to utilize your cell phone during work hours.
- Personal email should not be sent or received using your Tramontina business email address. This includes sending and receiving emails which are not business related from other Employees.
- Using the internet for personal reasons, conducting personal business online, chatting online (or instant messaging) and accessing personal email accounts are not permitted and should not be done during business hours or utilizing the Company's resources.

Personal use of Tramontina's communication services and equipment can impede the normal flow of business, incur unnecessary expenses and reduce productivity. Employees are expected to take care of personal business outside of work hours and should ensure that friends and family members are aware of Tramontina's policies.

Should you have any questions regarding these guidelines, please consult with your manager or with Human Resources.

## **017 GENERAL INFORMATION**

### **Housekeeping**

A clean, well-kept facility helps to create a positive, lasting impression for our visitors. It also makes for a safer and more enjoyable work environment. It is expected, however, that you do your part to keep work areas clean and orderly. This means keeping tools, supplies, materials, etc. stored in an orderly fashion.

### **Kitchen Etiquette**

Assigned lunch areas are equipped with vending services, microwaves, etc. for Employee use. It is asked that all Employees use this equipment with care and clean up after themselves before resuming work. Eating is restricted to these areas only; eating is not allowed in production areas. Beverages in closed top containers are not allowed in production areas.

### **Personal Property**

Tramontina does not in any way accept any liability and is not responsible for any damages to or the loss or theft of any other personal property, including vehicles, of the Employees while at work.

At Tramontina, USA, we recognize the importance of taking breaks to promote employee

well-being and productivity. This policy outlines the guidelines for breaks during the workday.

#### Smoking on Company grounds

Smoking is only allowed in designated smoking areas. Using e-cigarettes is not allowed indoors.

#### **Break Types:**

- **Meal Breaks:** Employees working more than 6 hours are entitled to a one-hour unpaid meal break. This break should be taken approximately halfway through your shift.
- **Rest Breaks:** Employees are allowed two 15-minute paid rest breaks for each work period of 4 hours. These breaks should be taken at a time that does not disrupt business operations. Rest breaks may not be accumulated or taken at the end of a shift. Abuse of break policies may result in disciplinary action.

#### **Internal Job Application Policy**

**Purpose:** To establish a clear guideline regarding eligibility for internal job applications within the company.

- Employees must have held their current position for a minimum of one year to qualify for applying to another position within the company.
- Exceptions may be made for:
  - Positions that are deemed critical or hard to fill.
- Employees must be in good standing, with a performance rating of "meets expectations" or higher, as reflected in their most recent performance review.
- Employees interested in applying for an internal position must submit their application through the designated internal job portal or directly to human resources.
- Applications should include an updated resume and a cover letter outlining their qualifications and reasons for seeking the new role.
- Employees must notify their current supervisor about their intention to apply for another position.
- Internal candidates will be evaluated based on their qualifications, performance, and potential fit for the new role.
- The hiring manager will ensure a fair and equitable selection process.

This policy ensures that employees have the opportunity to grow within the organization while maintaining a level of stability in their current roles. Regular reviews of the policy may be conducted to ensure its effectiveness and alignment with company goals.

At Tramontina, USA, we encourage all employees to exercise their right to vote. This policy outlines the provisions for time off to participate in elections.

**Time Off to Vote:**

- Employees are entitled to take up to 2 hours of paid time off to vote if they do not have sufficient time outside of working hours. This applies to local, state, and federal elections.
- Employees must notify their supervisor at least 1-2 Days in advance of the election day if they require time off to vote.
- Time off will be granted at the beginning or end of the workday, or as otherwise agreed upon with your supervisor, to minimize disruption to work operations.
- Employees are expected to return to work promptly after voting.

At Tramontina, USA, we recognize the role of social media in communication and engagement. This policy outlines guidelines for employees when using social media, both personally and professionally.

- Employees are free to express themselves on personal social media accounts. However, they should avoid sharing confidential company information or making statements that could be perceived as official company positions.
- Employees representing Tramontina, USA on official social media channels must adhere to company branding and communication standards. All posts must be approved by designated Marketing representative.
- Employees should maintain a respectful tone in all online interactions. Harassment, discrimination, or negative commentary about colleagues or the company will not be tolerated.
- Employees should be mindful of their privacy settings and understand that online behavior can impact their professional reputation.
- Violations of this policy may result in disciplinary action, up to and including termination.

For questions or clarification, please reach out to your supervisor or the HR department.

**018 NEPOTISM, EMPLOYMENT OF RELATIVES AND PERSONAL RELATIONSHIPS**

Close relatives, spouses, partners, those in a romantic relationship or members of the same household are not permitted to be in positions that have a reporting responsibility to each other.

Close relatives are defined as husband, wife, spouse, domestic partner, father, mother, father-in-law, mother-in-law, grandfather, grandmother, son, son-in-law, daughter, daughter-in-law, uncle, aunt, nephew, niece, brother, sister, brother-in-law, sister-in-law, step relatives, cousins and domestic partner relatives.

If Employees begin a romantic relationship or become relatives, partners or members of the same household and one party is in a supervisory position to the other, that person is required to inform management and the Human Resources Manager of the relationship.

Tramontina reserves the right to apply this policy to situations where there is a conflict or the potential for conflict because of the relationship between Employees, even if there is no direct-reporting relationship or authority involved.

## **019 EMPLOYEE CLASSIFICATION**

**Full-time Employee** – An Employee regularly scheduled to work forty (40) per work week.

**Part-time Employee** – An Employee regularly scheduled to work less than thirty-two (32) hours per work week.

## **020 PAY PERIOD AND PAYCHECK DISTRIBUTION**

The work week begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday. Employees are paid biweekly on Friday.

Employees are paid via direct deposit as there are no paper checks. Please contact the HR department for direct deposit form.

Certain deductions required by law will be made from each Employee's wages. These include federal income taxes and social security (FICA) taxes. Other non-statutory deductions will be made upon Employee authorization for additional health and/or life insurance options, voluntary tax-deferred investment (401K) programs, credit union deductions or other direct deposits into financial institutions, flexible spending account programs or for payment of a debt to the Company.

In the event of an inadvertent or improper pay deduction, overpayment or error, affected Employees must immediately report their concern to Human Resources. The Company will review the situation thoroughly and make any corrections to an Employee's pay deemed necessary. Questions or concerns about the Company policy should be addressed to HR – Payroll Department.

## **021 ATTENDANCE POLICY**

**Managers are responsible for monitoring their Employees' attendance and are required to notify the HR Department of instances of excessive absences and/or tardiness.**

Punctual and regular attendance is an essential responsibility of each Employee. Employees are expected to report to work as scheduled, on time and prepared to start work. Employees also are expected to remain at work for their entire work schedule. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided.

In the event you are unable to report to work, you are responsible for notifying your manager within a reasonable period of time before your scheduled start time. It is the responsibility of the employee / Employee to gather his/her manager or supervisors contact information for this purpose.

Any Employee who fails to report to work without notification to his or her supervisor / manager for a period of two consecutive days or more will be voluntarily terminating their employment.

### **Absence**

“Absence” is defined as the failure of an Employee to report for work when the Employee is scheduled to work. The two types of absences are defined below:

1. Excused absence occurs when all four of the following conditions are met:
  - a. the Employee provides sufficient notice to his or her supervisor,
  - b. the reason is found credible or acceptable by his or her manager,
  - c. such absence request is approved by his or her manager, and
  - d. the Employee has sufficient paid time off (PTO/VACATION) to cover such absence.
2. Unexcused absence occurs when one or more of the four conditions above is not met. If it is necessary for you to be absent or late for work because of illness or an emergency, you must notify your supervisor at least 30 minutes before your scheduled starting time on that same day. If you are unable to call, you must have someone make the call for you. Employees who have three consecutive days of excused absences because of illness or injury may be required to provide medical documentation.

Note: Employees must take available PTO/VACATION for every absence unless otherwise allowed by company policy (e.g., bereavement, jury duty). Availability of PTO/VACATION hours does not affect the classification of the absence or tardy as excused or unexcused.

### **Tardiness**

Employees are expected to report to work on time. If you cannot report to work as scheduled, you must notify your manager at least 30 minutes before your regular starting time. This notification does not excuse the tardiness but simply notifies your manager for proper planning.

### **Excessive Absences or Tardiness**

Excessive absences, tardiness and/or the abuse of the attendance policy may result in disciplinary action up to and including termination.

## **022 PAID TIME OFF**

Tramontina's guidelines regarding paid time off (PTO) are intended to preserve its ability to meet business requirements while allowing each Employee the opportunity and flexibility to utilize time off.

Full-time Employees are able to utilize PTO as follows:

- Full-time Tramontina Employees receive 22 days of PTO at the beginning of each year. This amount is prorated based on hire date. New hires can use PTO after completing their first 90 days of employment with the Company.
- **Unused PTO will not be carried over** to the following year and no payouts.
- Employees who received more than 22 days per year prior to the policy change (9/27/2019) are grandfathered and will continue to receive the same amount of PTO as they did in 2019.
- PTO is permitted to be taken in hourly increments. All PTO must be submitted via the ADP platform or paper form and approved by the supervisor/manager at least 24 hours in advance in order to be counted as scheduled & approved time off. Paper requests must be submitted once approved to [timeoff.tusa@tramontina.com](mailto:timeoff.tusa@tramontina.com). Due to the great impact attendance has on our business operations, unscheduled absences will be closely monitored. It is the managers responsibility to ensure that PTO/Sick Time is not misused, and employees are not granted excess time off.
- During holidays, critical projects, or for PTO requests for more than one week - please give as much notice as possible. In these instances, you should submit your request and receive approval before finalizing plans, purchasing airline tickets, etc.
- **PTO is not to be taken within the two-week or other notice period of an Employee's voluntary resignation.** The two-week notice is important to allow an Employee to help transition their work, finish up any current projects, train others on needed tasks, etc.
- Time paid but not worked, such as PTO, sick time, holidays, jury duty and other excused absences, is **not counted** as work time in determining the amount of overtime due any non-exempt (hourly) Employee.

Prorated calculations for new hires:

### **New Hire Prorated PTO**

Hire Date	PTO hours
January	176
February	161
March	146
April	132
May	117
June	102
July	88
August	73
Sept	59
Oct	44
Nov.	29
Dec.	15

### **SICK TIME:**

Tramontina offers up to five business days of sick time, per calendar year, for both exempt (salary) and non-exempt (hourly) Employees. Any accrued but unused sick time does not carry over to the next calendar year, and does not pay out at termination of employment. To have time coded as “sick time off”, you must submit a doctor's note to your manager and email the doctor’s note to the HR email box [timeoff.tusa@tramontina.com](mailto:timeoff.tusa@tramontina.com) to be processed manually. In order to have time coded as sick time off, the Employee must submit the necessary documentation in the same work week as the absence, which will help ensure that time is applied correctly when payroll is processed.

### **023 COMPANY HOLIDAYS:**

Eligible full-time Employees will receive eight (8) hours of holiday pay for the observed holidays published/communicated by the Company. **To be eligible for holiday pay, Employees must work their full, scheduled shift, on the workdays immediately preceding and following the observed holiday.** Employees with approved PTO days immediately preceding and/or following a Company holiday are also eligible for holiday pay.

Employees who experience sickness, or a medical emergency, and miss a partial/full shift, the day immediately preceding or following an observed holiday, must provide a doctor’s note in order to receive holiday pay.



Excused military, bereavement, civic duty summons/subpoena, and jury duty time off will count as days worked when determining eligibility for holiday pay, as will workers compensation when appropriate. **The Company does not count holiday pay as hours worked for purposes of calculating overtime for non-exempt Employees.**

#### **024 BEREAVEMENT:**

Tramontina provides bereavement paid time off to full-time Employees who need to take time off due to the death of an immediate family member. A request form must be completed, signed by your manager, and submitted to [timeoff.tusa@tramontina.com](mailto:timeoff.tusa@tramontina.com).

Employees are allowed up to three (3) paid working days off due to the death of an immediate family member which includes: the Employee's spouse, children, parents, step-parents, brothers, step-brothers, sisters, step-sisters or grandparents as well as the following members of the spouse's family: parents, brothers, sisters, or grandparents.

For family members other than those defined above, or friends, an Employee will be allowed to take PTO. If all PTO is exhausted, an Employee will be allowed to take a maximum of three (3) days of unpaid leave per year.

The Employee must provide notice to his/her supervisor as soon as the need for bereavement leave is known.

#### **025 JURY DUTY:**

Tramontina encourages you to fulfill your civic responsibilities by serving jury duty when required. You must provide the People & Culture Department (HR) with a copy of your jury duty notice or subpoena to appear (as a civic duty witness) as soon as possible. Employees who are required to serve on jury duty are not required to attend work before or after court on the day of service and will be compensated for their full scheduled shift(s) pending they provide proof of jury service. **Court orders or subpoenas for Employees involved in personal legal proceedings are not covered by this policy.**

#### **026 FAMILY & MEDICAL LEAVE**

The Company provides family and medical leaves of absences to eligible Employees in accordance with the federal Family and Medical Leave Act (the "FMLA") and applicable state or local laws. Although the federal and state laws sometimes have different names, the Company refers to these types of leaves collectively as "FMLA Leave."

##### *Employee Eligibility*

To be eligible for FMLA Leave benefits, Employees must: (1) have worked for the Company for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) work at a location where at least 50 Employees

are employed by the Company within 75 miles, as of the date the leave is requested. If Employees are unsure whether they qualify, they should contact Human Resources.

### *Reasons for Leave*

FMLA Leave may be used for various reasons. Because Employees' legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA Leave may be used for one of the following reasons:

- The birth of and subsequent care for, or adoption or foster placement of, an Employee's child within 12 months following birth or placement (Bonding Leave);
- To care for an immediate family member (spouse, child, or parent with a serious health condition) (Family Care Leave);
- An Employee's inability to work because of a serious health condition (Serious Health Condition Leave);
- A "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's, or parent's "covered active duty" (as defined below) as a member of the Armed Forces, including a member of the Reserves or National Guard (Military Emergency Leave); and/or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember," as defined below (Military Caregiver Leave).

The application of an FMLA designation to time off of work for FMLA-qualifying reasons is the responsibility of the Company. If an Employee is otherwise eligible, the Company may designate time off work as FMLA, whether or not the Employee requests FMLA.

### *Definitions*

- **"Child"** for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence. "Child," for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted or foster child, stepchild, legal ward, or a child for whom the person stood *in loco parentis*, and who is of any age.
- **"Parent"** for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood *in loco parentis* to the person. This term does not include parents "in-law." For Military Emergency leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.
- **"Covered Active Duty"** means (1) in the case of a member of a regular

component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

- **“Covered Servicemember”** means (1) a member of the Armed Forces, including a member of a reserve component 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 injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties, or (2) a person who, during the five (5) years, under the applicable coverage period, prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran.
- **“Spouse”** means the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into, or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This includes common law marriage in places where these marriages are recognized.

#### *Amount of Leave Available*

The maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave. The applicable “12-month period” utilized by the Company is the rolling backward. Under this method, the 12-month period is measured backward from the date the Employee uses any FMLA leave.

The maximum amount of FMLA Leave for an Employee wishing to take Military Caregiver Leave will be a combined leave total of 26 workweeks in a single 12-month period. A “single 12-month period” begins on the date of the Employee's first use of such leave and ends 12 months after that date.

If both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only, or is for a combination of Military Caregiver Leave, Bonding

Leave and/or Family Care Leave taken to care for a parent.

### *Intermittent Leave*

Under some circumstances, Employees may take FMLA Leave intermittently, which means taking leave in blocks of time, or by reducing the Employee's normal weekly or daily work schedule. Leave taken intermittently may be taken in increments of no less than one (1) hour.

If an Employee's request for intermittent leave is approved, the Company may later require Employees to obtain recertification of their need for leave. For example, the Company may request recertification if it receives information that casts doubt on an Employee's report that an absence qualifies for FMLA Leave.

### *Planned Medical Treatment*

Employees who take leave intermittently or on a reduced work schedule basis for a planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Please contact Human Resources prior to scheduling planned medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, we may require Employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

### *Notice and Certification*

Employees taking Bonding, Family Care, Serious Health Condition and/or Military Caregiver Leave Requirements are required to provide:

- When the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the Employee becomes aware of the need for leave or the next business day);
- When the need for leave is not foreseeable, notice within the time prescribed by the Company's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form);
- Periodic recertification (upon request); and
- Periodic reports during the leave.

Employees taking Military Emergency Leave Requirements are **required to provide:**

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered military member's active duty orders when the Employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member's leave; and
- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from Human Resources.

At the Company's expense, the Company may require a second or third medical opinion regarding the Employee's own serious health condition or the serious health condition of the Employee's family member. Employees are expected to cooperate with the Company in obtaining additional medical opinions the Company may require.

#### *Recertification After Grant of Leave*

In addition to the requirements listed above, if an Employee's FMLA Leave is certified, the Company may later require medical recertification in connection with such leave. For example, the Company may request recertification if (1) the Employee requests an extension of leave; (2) the circumstances of the Employee's condition as described by the previous certification change significantly (e.g., Employee absences deviate from the duration or frequency set forth in the previous certification; Employee's condition becomes more severe than indicated in the original certification; Employee encounters complications); or (3) the Company receives information that casts doubt upon the Employee's stated reason for the absence (e.g., the Company observes a suspicious pattern of intermittent leave use; you are known to be engaging in conduct contrary to your current medical certification). In addition, the Company may request recertification in connection with an absence after six months have passed since the Employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the Company shall be at the Employee's expense.

#### *Failure to Provide Certification or Return from Leave*

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of FMLA Leave. If an Employee fails to return to work at his or her leave's expiration and has not obtained an extension of the leave, the Company may presume that the Employee does not plan to return to work and has voluntarily terminated his or her employment.

### *Compensation During Leave*

Generally, FMLA Leave is unpaid. However, Employees may be eligible to receive benefits through the Company's sponsored wage-replacement benefit programs. All payments of wage-replacement benefits and accrued paid leave will be integrated so that Employees will receive no greater compensation than their regular compensation during this period. The Company may require Employees to use accrued PTO to cover some or all of the FMLA Leave. The use of paid benefits will not extend the length of a FMLA Leave.

### *Benefits During Leave*

The Company will continue making contributions to Employee group health benefits during an Employee's leave on the same terms as if the Employee had continued to actively work. This means that if an Employee wants his or her benefits coverage to continue during his or her leave, the Employee must also continue to make the same premium payments that he or she are regularly required to make for himself or herself or his or her dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12-workweek period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the Company may recover premiums it paid on the Employee's behalf to maintain health coverage if the Employee fails to return to work following a FMLA Leave.

### *Job Reinstatement*

Under most circumstances, Employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. However, Employees have no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an Employee would have been laid off if they had not gone on leave or, if the Employee's position was eliminated during the leave, then the Employee will not be entitled to reinstatement.

"Key Employees," as defined by law, may be subject to reinstatement limitations in some circumstances. If an Employee is a "key Employee," the Employee will be notified of this status at the time he or she requests a leave, and the Company will notify the Employee as soon as is practicable whether such limitations on his or her reinstatement rights exist.

### *Return to Work Medical Release*

Prior to being allowed to return to work, an Employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the Employee can perform the essential functions of the job as those essential functions relate to the Employee's serious health condition. For an Employee on intermittent FMLA Leave, such a release may be required if reasonable safety concerns exist regarding the Employee's ability to perform their duties, based on the serious health condition for which the Employee took the intermittent leave.

### *Fraudulent Use of FMLA Prohibited*

An Employee who fraudulently obtains FMLA Leave from the Company is not protected by FMLA's job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against such Employee due to such fraud, up to and including termination of employment.

### *Non-FMLA Leave*

To the extent required by law, some extensions to leave beyond an Employee's FMLA entitlement may be granted when the leave is necessitated by an Employee's work-related injury or illness or by a "disability" as defined under the Americans with Disabilities Act and/or applicable law. Certain restrictions on these benefits may apply.

### *Nondiscrimination*

The Company takes its FMLA obligations very seriously and will not interfere, restrain or deny the exercise of any rights provided by the FMLA. We will not terminate or discriminate against any individual for opposing any practice, or because of involvement in any proceeding related to the FMLA. If an Employee believes their FMLA rights have been violated in any way, they should immediately report the matter to Human Resources.

### *Additional Information Regarding FMLA*

A Notice to Employees of Rights Under FMLA (WHD Publication 1420) can be found online. Employees should contact Human Resources as to any FMLA questions they may have.

### **Military Leave**

The Company provides military leaves of absence to Employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 and applicable state law. Leave is available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, for

examinations to determine fitness for any such duty, and for any other leave permitted by law. Total military leave time taken may not exceed five (5) years during employment, except in certain specific circumstances or as otherwise provide by law.

Advance notice of the need for leave is required, preferably in writing, unless giving such notice is not reasonable based on circumstances not attributable to the Employee or is precluded by military necessity. Please inform Human Resources of anticipated military leave time as far in advance as possible. Accrued vacation will be paid during military leave at your request.

Health insurance benefits will remain in effect for the first thirty (30) days of any military leave assuming the Employee was covered by the plan as of the date leave started. After this thirty-day period, Employees on a military leave, and their dependents, will be given the opportunity to elect to continue their health insurance benefits as required by USERRA up to 24 months, subject to the terms, conditions, and limitations of the plan for which the Employee has elected coverage immediately prior to the leave.

If you comply with the steps necessary under state or federal law for reemployment, the Company will reinstate you according to that law. Failure to return to work or reapply within the applicable time limits may result in loss of employment rights.

If, after having reviewed the policy, you have questions about your rights and responsibilities under the FMLA, or this policy, please contact the Human Resources Manager.

### **Applying for FMLA Leave**

How do I request Leave?

An Employee must provide sufficient information for Tramontina to determine if the absence may qualify for FMLA protection and the anticipated timing and duration of the leave. The HR department will provide FMLA approved documentation for the Employee to have his/her physician complete and return within 15 days for review and or approval.

Employee must adhere to the pre-approved leave and provide doctor's release (if applicable) to return to work. If employee fails to return to work on their scheduled return to work date and has not provided information to HR and or failed to communicate updates to HR, that Employee will be sent a letter and informed of their termination of employment due to not returning to work or informing the company of their intent.

### **Who is Eligible for FMLA Leave?**

a. FMLA. To be eligible for FMLA, you must: (1) have been employed by TRAMONTINA for at least 12 months (whether consecutively or not); (2) have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the requested leave; and (3) be employed at a work site where 50 or more associates are employed by TRAMONTINA within a 75-mile radius.



Tramontina will inform employee requesting leave whether they meet the basic eligibility requirements for FMLA leave. At the same time, Tramontina will inform the employee of any additional information required to verify that the need for leave is for a FMLA-qualifying reason and employee's rights and responsibilities.

#### What Types of Leave are Covered?

- a. FMLA. Generally, Tramontina will recognize FFMLA protection for eligible associates for up to a total of 12 weeks of unpaid leave in a calendar year for one or any combination of the following reasons:
1. For the birth of an associate's child or for the placement of a child with the associate for adoption or foster care;
  2. To care for a child, spouse, or parent suffering from a serious health condition;
  3. For an associate's own serious health condition; or
  4. To address a qualifying exigency arising out of an associate's spouse's, child's or parent's active duty or call to active duty. However, the FMLA does not provide for a full 12 weeks of leave for all types of qualifying exigencies.

Please make sure to contact your Human Resources department for all questions and guidance on this topic.

#### **027 CORRECTIVE ACTION**

The purpose of corrective action is to change an Employee's behavior that is not consistent with expectations. The corrective action program is designed to encourage Employees to improve their performance and dedicate themselves to the vision and goals of the Company.

Corrective action will not follow any one rigid progression. The severity of corrective action will depend on the severity of and frequency of misconduct. Tramontina reserves the right to use judgment and discretion where circumstances warrant. Although this policy describes how we will generally address issues requiring corrective action, the policy is not binding on Tramontina. There are a variety of types of corrective action that may be taken in any particular situation. Corrective action may include verbal instruction or warning, written warnings, suspensions, or termination. The type of corrective action taken will depend on the circumstances of the individual case.

Generally, once a performance problem is identified, the manager will verbally review expectations with the Employee involved, with appropriate documentation. If the problem is not resolved, the following may occur:

**Written Verbal Coaching:** The Manager counsels the Employee (after fact-finding and **after** HR consultation), with documentation provided for the HR file.

**Written Warning:** The Manager counsels the Employee (after fact-finding and **after** HR consultation), with documentation provided for the HR file.

**Final Warning:** The Manager and a Human Resources Manager hold a discussion with the Employee (fact-finding). Final action is reviewed by upper management and Human Resources prior to any disciplinary implementation. If appropriate, suspension may occur at this level, with or without pay based on the HR investigative results.

**Termination:** The Manager and Human Resources Manager hold a discussion with the Employee (fact-finding) resulting in termination.

Multiple or subsequent offenses will subject the Employee to the next offense level of the corrective action process. Tramontina reserves the right to skip progressive steps in any particular including immediately terminating the Employee based on severity of situation. All incidents must be properly documented, and copy placed in Employee file. Final corrective action will be determined by Human Resources.

## **028 DRESS CODE**

While it is the intent of Tramontina that all Employees dress for their own comfort during work hours, the professional image of our Company is maintained, in part, by the image that our Employees present to customers, clients, vendors, and other visitors.

All **warehouse Employees and anyone working in a warehouse environment / housekeeping** are expected to wear clothing, which is not torn, free of holes, and is appropriate for work. Closed toe shoes are required in all areas. Name badges are considered as part of the dress code and are required to be worn at all times if available.

Items that are never appropriate for warehouse personnel include:

- clothing which is torn, has holes, or is revealing
- short shorts (no shorter than 3 inches above kneecap)
- clothing which reveals back, chest, cleavage, stomach, or undergarments
- spaghetti strap shirts
- sleeveless shirts
- any sandals or similar open toe shoes
- clothing that has words, terms or pictures that may be offensive to others
- loose fit clothing or accessories (including lanyards) that poses a potential safety hazard
- clothing with hoods or chords which pose a potential safety hazard

Jewelry items which are never appropriate for warehouse personnel include:

- watches (only those w/ stretch bands are allowed)

- earrings that dangle or exceed 3/8” in diameter
- rings
- bracelets
- necklaces
- any jewelry that poses a potential safety hazard

Hair touching the shoulders must be pulled up in a ponytail or bun and away from machinery and work surfaces. Beards that exceed 3 inches in length must be contained (braiding, beard net, etc.).

**Office Employees** are to follow a business casual dress code. Athletic attire such as sweatpants, sweatshirts, and hooded shirts are not allowed.

For those Employees who spend the majority of their day in a warehouse or housekeeping areas, jeans are allowed 5 days per week.

Employees who appear for work inappropriately dressed may be sent home and directed to return to work in proper attire. Violations of this policy may result in disciplinary action, up to and including termination. Should you have any questions concerning this policy or the standards for proper workplace attire, contact Human Resources.

Nothing in this policy is intended to prevent Employees from wearing a hair or facial hair style that is consistent with their cultural, ethnic or racial heritage or identity. This policy will be interpreted to comply with applicable local, state or federal law.

## **029 SEPARATION OF EMPLOYMENT**

Separation of employment within an organization can occur for several different reasons.

- **Resignation:** Although we hope your employment with us will be a mutually rewarding experience, we understand that varying circumstances cause Employees to voluntarily resign employment. Resigning Employees are encouraged to provide two weeks’ notice, preferably in writing, to facilitate a smooth transition out of the organization. When notice is received, Management will attempt to honor the Employee's requested last day. However, business requirements and other factors may dictate that the Employee's last day be sooner than desired.
- **Retirement:** Employees who wish to retire are encouraged to notify their manager and the Human Resources department in writing as soon as possible before the planned retirement date. We ask that the Employee notify Tramontina with ample time for a smooth transition of work assignments.
- **Job abandonment:** Employees who fail to report to work or contact their supervisor for two (2) consecutive workdays shall be considered to have abandoned the job without notice, effective at the end of their normal shift on the third day. The supervisor shall

notify the Human Resources department at the expiration of the third workday and initiate the paperwork to terminate the Employee. Employees who are separated due to job abandonment are ineligible for rehire.

- **Termination:** Employees of Tramontina are employed on an at-will basis, and Tramontina retains the right to terminate an Employee at any time. Terminated Employees will not be allowed on company property without supervisor approval and must be accompanied by a supervisor at all times.
- **Upon termination of employment,** employees will be paid out a prorated amount of any accrued but unused PTO:

Prorated	PTO Maximum Payout (Hours)
January to March	Up to 40 hours
April to June	Up to 80 hours
July to September	Up to 120 hours
October to December	Up to 176 hours

### **Return of Company Property**

The separating Employee must return all company property at the time of separation, including laptop, power strip for the lap top timecards, tools, personal property and equipment previously provided to the Employee by Tramontina, cell phones, keys, PCs and identification cards. Unused PTO will be paid out in the last payroll paycheck.

Group health benefits terminate the last day of the month of employment. When applicable, information to continue medical and/or dental coverage (COBRA, Consolidated Omnibus Budget Reconciliation Act) will be mailed to the Employee's last known home address.

### **Rehire**

Former Employees who left Tramontina in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources department, and the applicant must meet all minimum qualifications and requirements of the position.

An applicant or Employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation or without providing a two weeks' notice, will be ineligible for rehire.

### **030 EMPLOYEE BENEFITS**

All full-time Employees of Tramontina are eligible for the following benefits effective **the first of the month following date of hire**:

- Health Insurance
- Dental Insurance
- Vision Insurance
- Life Insurance
- Accidental Death and Dismemberment Insurance
- Supplemental Life Insurance
- Short Term Disability
- Long Term Disability
- 401K (can enroll/change anytime)
- Holiday pay (effective 1<sup>st</sup> day of employment)

If you elect not to enroll in any of the benefits listed above upon hire as a full-time Employee, there will be an open enrollment period annually, during which you will be able to enroll. However, if you experience a qualifying event as defined by the applicable benefit plan throughout the year, you may elect a change to your benefits at that time. Employee must contact HR for instructions on how to process this request **within 30 days of the life qualifying event**. Qualifying events include, but are not limited to, birth of a child, marriage, divorce, and loss of coverage.

The descriptions of the insurance and other plan benefits discussed herein merely highlight certain aspects of the applicable plans for general information only. Consult the applicable benefit plan documents for all information regarding eligibility, coverage, and benefits; it is the applicable Plan Document that ultimately governs your entitlement to benefits. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions (“SPDs”) for the plans, which may be amended at any time. In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including this Employee Handbook.

While the Company intends to maintain these Employee benefits at the current time, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

### **031 GENERAL SAFETY RULES**

Safety is to be given primary importance in every aspect of planning and performing all Tramontina activities. We want to protect you against industrial injury and illness, as well as minimize the potential loss of production.

Please report all injuries (no matter how slight) to your manager **immediately**, as well as anything that needs repair or is a safety hazard. Below are some general safety rules. Your manager or department head may post other safety procedures in your department or work area. Failure to comply with any of Tramontina's safety rules, including those listed below may result in disciplinary action up to and including termination.

### **Personal Protective Equipment**

1. Use of all required Personal Protective Equipment in designated locations is mandatory.
2. Safety glasses meeting ANSI z87 standards with attached side shields are required in all production areas. Street glasses with side shields are not allowed.
3. Hearing protection is required in all production and assembly areas.

### **Safe Work Practices (this list is nonexclusive)**

1. When operating any equipment, observe all safety rules and procedures.
2. Housekeeping is the responsibility of every Employee – keep your area clean.
3. Personal listening devices (cell phones, iPods, mp3 players, etc.) are only allowed during designated break times.
4. Aisles, exits, fire extinguishers, emergency shower/eyewash stations and electrical panels must never be blocked.
5. Damaged or broken tools are not to be used. Have them repaired or replaced.
6. Employees must notify the Human Resources Department of any prescription medication they are taking that may impair their ability to safely operate machinery or equipment.
7. If something is too heavy or awkward for you to lift safely, ask for help.
8. Report all unsafe conditions or actions to your supervisor immediately.
9. Standing or walking on skids is prohibited. Skids must be stored horizontally or in a flat position.
10. Using compressed air for “blowing down” clothing, hair, face, or hands is prohibited.
11. All posted safety signs must be obeyed at all times.
12. Do not allow unauthorized visitors to enter the facility.
13. Do not bring unauthorized chemicals or materials into the facility without authorization from the Safety / HR / Immediate Manager. All chemicals and materials must be properly labeled, stored in and dispensed from, approved containers.
14. Do not perform any job task without a full understanding of how to do so safely.
15. Do not operate any equipment without proper training and authorization to do so.
16. OSHA compliant fall protection is required for any work above 4 feet, if not performed within standard safety railings on a certified personal lifting device, or portable ladder.
17. Passengers are not permitted on material handling equipment (forklifts, pallet jacks, etc.).
18. All Electrical requirements outlined in NFPA 70E are to be followed at all times.
19. Lockout/Tagout procedures are to be followed when servicing or maintenance of equipment.

### **Work Related Injuries**

1. All injuries, regardless of how minor they may seem, must be reported immediately to your supervisor. Your supervisor must be notified BEFORE initial external medical treatment is sought.
2. Employees must notify their supervisor of, and abide by, all medical restrictions.
3. Managers must report all incidents to Human Resources as soon as possible.

### **032 INTELLECTUAL PROPERTY**

All confidential information, processes, formulae, designs, systems, trade secrets, copyrights, proprietary information, rights, trademarks, trade names, techniques, know-how, methods, inventions, plans, products, patents and devices conceived, developed, completed, established, made or invented by Tramontina or an Employee, alone or with others, while an Employee of Tramontina which are related to the business of Tramontina shall be and become the sole property of Tramontina, and you, as a condition of continued employment will be deemed to have assigned any and all rights therein or thereto to Tramontina.

### **033 DEPARTMENT OF MOTOR VEHICLES- DRIVING RECORD CHECK**

If your duties with TUSA include driving during work hours, we may periodically obtain your motor vehicle records from the appropriate governmental office as well as request that you provide a copy of current liability insurance coverage. Depending on your position, an acceptable driving record &/or liability insurance may be a condition of your employment. If motor vehicle citations and/or violations are found or if there is no valid insurance coverage, you will be informed of the action TUSA will take. If driving is an essential part of your job description, violations may result in your termination of employment.

### **EMPLOYEE HANDBOOK ACKNOWLEDGMENT**

By signing below, I acknowledge that I have received a copy of Tramontina USA, Inc.'s (the "Company") Employee Handbook and that I have read it, understand it, and agree to comply with the policies set forth therein. I understand that it contains important information on the Company's general personnel policies and on my privileges and obligations as an at-will Employee.

I understand that I am governed by the contents of the Employee Handbook and that the Company may change any policies, benefits or practices described in the Employee Handbook from time to time in its sole and absolute discretion with or without prior notice. Furthermore, I understand that employment with the Company is "at will" and not for a specified term. Accordingly, either the Company or I can terminate the employment relationship at will, at any time.

This Employee Handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with the Company. By distributing this Employee Handbook, the Company expressly revokes any and all previous policies and procedures which are inconsistent with those contained herein.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective-bargaining agreement that contains terms that conflict with the terms of this Employee Handbook, I understand that the terms of the employment agreement or collective-bargaining agreement will control in that respect.

This Employee Handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. I understand and acknowledge that nothing in this Employee Handbook or in any other document or policy is intended to prohibit me from reporting concerns, making lawful disclosures, or communicating with any governmental authority about conduct I believe violates any laws or regulations.

This Employee Handbook is not intended to interfere with Employees' legally protected activities under the National Labor Relations Act (NLRA).

**Employee's Name (printed):** \_\_\_\_\_

**Employee's Signature:** \_\_\_\_\_



**Date:** \_\_\_\_\_  
(signed copy in EE file)