

**LMS//LBS TIME OFF//LEAVE POLICIES**  
Effective Date: July, 2015 / Rev January 2018  
For All U.S. Based Associates

**VACATIION**

All full time and part time associates (who work at least 20 hours per week) are eligible for vacation leave benefits. Part time associates will earn vacation leave on a pro rated basis. Vacation accrual begins on the first day of full or part time employment and will be accrued according to the schedule in this policy.

Leica will attempt to accommodate associate vacation requests. However, the company must maintain adequate staffing at all times. Therefore, vacations must be scheduled in advance and with prior approval of the associate's supervisor through ADP's e-Time System.

**Eligibility**

Vacation eligibility is based on length of service with the Company, as outlined below. The vacation accruals are calculated based on an 8-hour work day. Associates who are rehired within 1 year of termination will be eligible for the same vacation entitlement based on their original date of hire. Associates may use their vacation in hourly increments, with a minimum of four (4) hours per instance.

Vacation Accrual Schedule for Full Time Associates			
Years of Service	Annual Vacation Allowance	Bi-weekly Vacation Accrual	Maximum Accrual (1.5 times annual allowance)
Day 1 to < 5 yrs	2 wks (80 hrs)	3.08 hours	120 hours
5 yrs < 15 yrs	3 wks (120 hrs)	4.62 hours	180 hours
15 yrs or more	4 wks (160 hrs)	6.15 hours	240 hours

Note: Vacation accrual increases per the schedule above on the associate's "anniversary" or "adjusted service" date. The new accrual will be effective during the payroll period in which your "anniversary" or "adjusted service" date falls.

### Carry Over of Unused Accrued Vacation Time

Leica encourages associates to take their accrued vacation time over the course of the year. There is no limit to the number of accrued vacation hours that can be carried over into the next year. Please note that vacation accrual stops once the maximum accrual level is reached.

### Pay in Lieu of Vacation

The company will not pay associates for accrued unused vacation except upon termination of their employment.

### Company Shutdown

Associates may be required to use vacation time if the Company has a shutdown.

### Borrowing Vacation

Associates may request an advance of up to forty (40) hours in vacation time. An associate must be eligible to earn that time in the calendar year of the request. If the associate separates before the advanced vacation time has been earned, the Company will deduct the advanced vacation pay from the associate's final paycheck.

### Part Time Associates

Regular part-time associates who work 20 or more regularly scheduled hours each week are eligible for a pro-rata number of hours of vacation as described in the above schedule.

Vacation entitlement is determined on the number of regularly scheduled hours as of January 1st of each year. If work hours are increased or decreased during the year, vacation time will be adjusted accordingly.

### Leaves of Absence

Family & Medical Leave of Absence Leica associates on an approved leave, not to exceed ninety (90) days, vacation time continues to accrue.

### Unpaid Leave of Absence

Leica associates who are on an approved, unpaid leave of absence that is not covered under the Family and Medical Leave Act or similar state leave act will not accrue vacation leave during their leave of absence.

### Termination of Employment

Upon termination of employment, accrued but unused vacation time will be paid to the associate at the rate of pay applicable at the time of termination. If an associate has a negative vacation balance upon termination, (s) he will be required to reimburse the company for the negative vacation balance on or before the associate's last day of work.

Any questions regarding this policy should be directed to your HR Business Partner.

## **SICK LEAVE – ALL ASSOCIATES**

Full time associates will be eligible for up to 5 days (40 hours) per calendar year (**associates in their first year and part-time associates will be eligible for a prorated amount**) at their regular rate of pay for time lost due to the below absences:

1. Personal disability, illness or injury, which is not work related, or diagnosis, care or treatment of an existing health condition or preventative care for an associate or his or her covered family members. (See Human Resources for additional information on Family Medical Leave).
2. Appointments with doctors, dentists or other health and wellness professionals, when it is not possible to schedule appointments during non-working time.
3. Victims of Domestic Violence, Sexual Assault or Stalking. Associates who are victims of domestic violence, sexual assault or stalking may use Sick Leave to seek judicial assistance, medical attention for injuries, services from a domestic violence shelter, program or rape crisis center, psychological counseling or to participate in safety planning and take other actions to increase safety from future domestic violence sexual assault or stalking, including temporary or permanent relocation.

### **Stipulations and Limitations:**

- \* Associates must notify their supervisor every day of their absence.
- \* ALL Associates MUST enter sick time in eTime.
- \* New hires will be eligible for sick time after 90 days of employment.
- \* Associates may use sick time in increments as small as two (2) hours for any covered reason.
- \* Time paid for sickness must be accompanied by a doctor's note if you are out 3 or more consecutive days or request paid sick time directly preceding or following other paid time off such as holiday or vacation. This doctor's note should go to Leica's HR Business Partner. If you do not provide a note, you will have to use other paid time off such as vacation or floating holiday.
- \* Time paid for sickness will not be counted as time worked for purposes of overtime.
- \* Associates are not eligible for Sick Pay if they are on a leave due to occupational illness or injury.
- \* If no sick time is available, any paid time off (such as vacation, or floating holidays) will be used by an associate to cover the absence. If all paid time off benefits have been exhausted, then full-day absences will be reviewed on a case by case basis by leader of business and Human Resources.
- \* Unused Sick Pay will not roll over nor be paid out at the end of the calendar year.
- \* Unused Sick Pay will not be paid out upon termination (voluntary and involuntary).
- \* Abuse of this policy may result in individual associate discipline, including termination.

New Associate Hire Date	New Hire # of Sick Days
January 1 – June 30	5 days
July 1 – December 31	3 days

**SHORT TERM DIISABIILIITY**

Short term disability provides a percentage of an associate’s salary for a specified amount of time, if they are ill or injured, and cannot perform the duties of their job. Short term disability benefits start after an illness or injury results in seven (7) consecutive calendar days of disability leave. Associates receive this benefit at no charge to them.

Associates receive salary continuation benefits for approved leaves as outlined below:

- \* First five (5) days of approved leave are unpaid
- \* 100% of base pay for first seven (7) weeks of disability
- \* 75% of base pay for next eighteen (18) weeks of disability

**LONG TERM DIISABIILIITY**

Long term disability provides income replacement when an associate is unable to work due to an approved, certified long-term disability that occurred while insured by the plan. Associates pay the full cost of this coverage on a post-tax basis.

- \* Twenty-six (26) week elimination period
- \* Benefit equals 60% of Base Monthly Salary with a maximum benefit amount of \$15,000 per month.
- \* Limitations, exclusions and effects of other income benefits may apply (i.e., social Security disability).
- \* Payments continue until Age 65 as long as certified totally.

## **BEREAVEMENT LEAVE**

Leica recognizes the need for a bereavement leave of absence in the event of the death of a family member.

Associates may take up to three (3) days off with pay in the event of the death of the following family members:

- \* Spouse
- \* Domestic Partner
- \* Parents (Step)
- \* Grandparents
- \* Children (Step)
- \* Siblings
- \* Mother/Father or Sister/Brother In-laws

Associates on any type of unpaid leave of absence will not be allowed Bereavement Pay during the leave.

Upon the death of an immediate family member, associates must contact their supervisor as soon as they are able to advise them of necessary time away from work.

Additional Time Off:

If an associate requires more time that is granted by this policy, s/he must manage this with their supervisor through use of vacation or floating holidays. If there is no other time available, unpaid days off may be granted after consultation with your Human Resources Business Partner.

## **FAMILY LEAVE AND MEDICAL LEAVE ACT ((FMLA))**

I. Eligibility Requirements/Leave Year. You are eligible for up to 12 work weeks of unpaid leave under the Family and Medical Leave Act (FMLA) during a rolling 12-month period under this policy if you have been employed by the Company for at least 12 months, you have worked at least 1,250 hours during the 12-month period prior to the commencement of the leave, and you work at a facility with 50 or more associates within a 75-mile radius. If you meet the eligibility requirements, you are eligible to take Military Caregiver Leave for up to 26 weeks as set forth in Section II E below. The Company uses a rolling 12-month period measured backward from the date you use any FMLA leave.

II. Reasons For Leave. An FMLA leave may be requested for any of the following reasons:

A. Birth/Placement — to care for a son or daughter born to or placed for adoption or foster care with you;

B. Family Medical — to care for your parent, son or daughter, or spouse (as defined below) with a serious health condition;

C. Associate Medical — because of your own serious health condition, which renders you unable to perform the functions of your position;

D. Qualifying Exigency – because of any qualifying exigency arising out of the fact that your parent, son, daughter, or spouse is a military member of the Regular Armed Forces or of the Reserve Components of the Armed Forces who is on covered active duty or call to covered active duty status or who has been notified of an impending call or order to covered active duty status; or

E. Military Caregiver Leave – to care for a covered service member with a serious injury or illness who is your parent, son, daughter, spouse, or to whom you are next of kin. Such leave may be taken for up to 26 weeks in a single 12-month period, which period begins on the first day you take leave for this purpose and ends 12 months after that date.

### III. Leave Rules.

A. Leave for Birth/Placement must be completed within the 12-month period beginning on the date of the birth or placement.

B. For purposes of this policy, the Company extends the term “spouse,” as defined in the FMLA, to include domestic partner (or any other individual as otherwise required by applicable law). For purposes of this policy, a domestic partner is (a) an individual with whom the associate has entered into a legally documented same-sex union (such as a same-sex marriage, civil union, or domestic partnership) recognized by the law of the jurisdiction in which such union was registered that has not since been dissolved by the laws of such jurisdiction, or (b) an individual with whom the associate has registered with the Company as domestic partners by filing an Affidavit of Domestic Partnership with Human Resources or the Company’s Medical, Dental, Vision and/or Dependent Life Insurance Plan carrier. Spouses employed by the Company may share certain types of FMLA leave. Please note, however, that nothing in this Policy creates a right or remedy for a leave related to a domestic partner under the FMLA. This leave is in addition to the 12 weeks of FMLA you are afforded under the Family and Medical Leave Act. Consult Human Resources for details regarding shared FMLA leave and/or filing an Affidavit of Domestic Partnership. An Affidavit of Domestic Partnership form can be requested from Human Resources.

C. For purposes of this policy, the Company extends the term “serious health condition” as defined in the FMLA and for purposes of leave under Section II.B (Family Medical) and Section II.C (Associate Medical) to include medical issues of an associate or his or her spouse related to Gender Identity Disorder or gender transition, provided such medical issues require inpatient care or continuing treatment by a healthcare provider as defined by the FMLA.

D. Leave under Sections II B, C, and E may be taken on an intermittent or reduced work schedule basis if medically necessary. Leave under Section II D may also be taken on an intermittent or reduced work schedule basis.

E. Associates will not be granted leaves to gain employment or work elsewhere, including self-employment.

F. Associates who misrepresent facts in order to be granted an FMLA leave will be subject to discipline up to and including termination.

G. An associate who intends to work at a second job the associate already had before the leave commenced, must have the written permission of the local Human Resources Department.

IV. Leave Is Unpaid/Substitution of Accrued Paid Leave. FMLA leave is unpaid leave. If you request leave for other than Associate Medical reasons, any accrued paid vacation or paid time off must first be substituted and used for otherwise unpaid FMLA leave, provided that comply with the Company's vacation or paid time off policy requirements. If you request Associate Medical leave, any accrued sick pay must be used first, followed by any accrued vacation pay or other accrued paid time off for otherwise unpaid FMLA leave. In addition, any short-term and/or long-term disability leave and any leave for workers' compensation may apply as part of the 12-week leave period when taking Associate Medical leave. The substitution of paid leave time for unpaid leave time does not extend the 12 week leave period (or the 26 week leave as to military caregiver leave).

V. Notice of Leave. If your need for FMLA leave under Sections II A, B, or C is foreseeable, you must give the Company at least 30 days prior notice or as much notice as is practicable. Failure to provide such notice may be grounds for delay or denial of leave. If you are taking leave under Sections II D or E, you should provide such notice as is reasonable and practicable. The Company has Request for FMLA leave forms available in Human Resources. You should use these forms when requesting leave.

VI. Medical Certification/Second and Third Opinions. If you are requesting leave under Sections II B, C, or E, you must provide a medical certification from a health care provider. You may obtain forms for medical certification from Human Resources. If leave is foreseeable, the medical certification should be provided when the leave is requested. If the leave is not foreseeable, the certification must be provided within 15 days after the leave is requested. Failure to provide requested medical certification in a timely manner may result in delay or denial of leave. In its discretion and at its own expense, the Company may require a second medical opinion in certain circumstances, and if the first and second opinions differ, may request a third medical opinion. If a third opinion is requested, it will be provided by a health care provider approved jointly by the associate and the Company and will be binding. The Company may also require recertification periodically during a leave. The Company may also ask for authentication and/or clarification of any medical certification submitted. All forms must be filled out completely and legibly.

NOTE: The health care provider certification required for FMLA leave may not be sufficient to qualify you for sick leave or short or long term disability benefits. Each plan has its own requirements and is administered separately. Consult your local Human Resources representative for details.

VII. Medical and Other Benefits. During the leave, the Company will maintain your group healthcare benefits on the same conditions as if you had continued working your regular schedule. If paid leave is substituted for unpaid FMLA leave, the Company will deduct your portion of the health plan premium as a regular payroll deduction. If your leave is unpaid, you must make arrangements with Human Resources to pay your portion of the premium. Your group health care coverage will cease if your premium payment is more than 30 days late, but you will be notified at least 15 days before your coverage lapses. Additionally, if you fail to return from leave, the Company may require repayment of any premium that was paid for maintaining the health coverage for you, unless you do not return because of your continuing or recurring serious health condition or that of a covered family member, or because of other circumstances beyond your control. Associates are not entitled to other benefits or seniority accrual during the leave.

VIII. Returning From Leave. If you take an FMLA leave, you are generally entitled to return to your position or to an equivalent position with equal benefits, pay and other terms and conditions of employment, subject to any applicable exceptions. In addition, you have no greater rights to reinstatement or to other benefits and conditions of employment than if you had not taken FMLA leave. If you take Associate Medical leave, you will be required to provide medical certification that you are fit to resume work and are able to perform all essential job functions. Associates failing to provide a fitness for duty certification will not be permitted to resume work until it is provided.

IX. Intermittent or Reduced Work Schedule Leave. Leave taken under Sections II B, C, or E may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced work schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. Leave under Section II D may also be taken intermittently or on a reduced work schedule basis. If leave is unpaid, the Company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave for planned medical treatment, the Company may temporarily transfer you to an available alternative position that better accommodates your recurring leave and which has equivalent pay and benefits. If you are certified to take FMLA leave on an intermittent or reduced leave schedule basis, you must advise Human Resources at the time or before if possible of your absence from work if you intend for any such absence to be FMLA qualifying.

X. Modifications. The application of this policy, and the procedures and definitions set forth herein, may be modified in accordance with changes in applicable law and regulations.

XI. State Law. State law may provide additional rights. See Human Resources for details. The FMLA does not supersede any state or local law which provides greater family or medical leave rights, and an associate will receive all benefits and protections to which an associate is entitled under any and all applicable leave laws.

## **PARENTAL LEAVE**

Starting January 1, 2018, if you are a full-time or part-time regular U.S. associate, and you or your partner have a baby, adopt or become foster parents, you can take up to eight weeks of paid parental leave. The purpose of parental leave is to provide parents with the time needed to care for and bond with a newborn or a newly adopted/placed child.



To be eligible for parental leave, you must be a full-time or part-time U.S. associate (including U.S. expatriates), and have been employed with Danaher, or a Danaher Operating Company, for at least 12 months and completed at least 1,250 hours of service. The 12 months does not have to be consecutive. Temporary associates and independent contractors are not eligible. This policy means your job is protected for when you return from leave and will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable. Eligibility for FMLA leave requires that you have completed at least 12 months of service and 1,250 hours.

#### I. Overview of policy.

- Birth and non-birth parents can take eight weeks of 100% paid leave within the first year of a child's birth, adoption or placement in your home for foster care.
- Birth mothers can begin paid parental leave after their Short-term Disability leave ends.
- As you plan for parental leave, you should provide as much advance notice as possible to your manager so that work coverage can be planned.
- Paid parental leave will run concurrently with leave under the FMLA.
- If you take paid parental leave, you are afforded job protection for the period of time that you are on paid parental leave, regardless of FMLA eligibility.

#### II. Parental Leave Criteria.

You can take parental leave within the first 12 months of:

- The birth or adoption of your or your committed partner's new child,
- The birth of your child, or your committed partner's child, by surrogate or
- A child being placed with you or your committed partner for foster care.

#### III. Leave Rules.

A. Committed partner: For purposes of this policy, a "committed partner" means (a) a registered domestic partner in accordance with applicable Danaher policies on domestic partners; any state or city regulations. or (b) a same-sex or oppositesex partner of a woman who has given birth to a child, if such partner meets any applicable "committed partner" policy established by Danaher or the Operating Company employing the associate.

B. In the case of adoption or foster care, the child must be age 17 or younger for you to be eligible for paid parental leave. However, traditional benefits coverage can extend to age 26 for that child.

C. You must use paid parental leave within a rolling twelve months of the birth, adoption or placement of a child ending 12 consecutive months from the date of the event. Approved paid parental leave may be taken at any time during the twelve-month period immediately following the birth, adoption or placement of a child with the associate.

D. Parental leave does not need to be taken consecutively. During the twelve-month time frame from the date of the qualifying event, associates can take paid parental leave in one continuous period or intermittently (with the minimum increment of intermittent leave being one week increments). All eight weeks must be used within the 12-month period following the child's birth, adoption or placement. Paid parental leave may not be used or extended beyond this twelvemonth time frame.

E. Multiple births constitute one event. The fact that a multiple birth such as twins, adoption or placement of more than one child occurs (e.g., the birth of twins or adoption of siblings) does not increase the eight-week total amount of paid parental leave granted for that event.

F. An associate will not receive more than eight weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame. Paid leave for the adoption or foster care placement of more than one child at the same time is also limited to eight weeks of time off with pay for the 12-month period following the event.

G. Documentation is required to use this benefit. The associate must complete the necessary forms and provide all documentation as required by the HR department to substantiate the request. As is the case with all company policies, the organization has the exclusive right to interpret this policy and make changes at any time. You will be notified in advance of any changes as soon as feasible.

H. You must discuss your plans with your manager before using parental leave. The associate will provide his or her supervisor and the Human Resources department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible).

I. An associate's Company e-mail account and incoming phone calls (on Company cell phone) will be disabled for the duration of the leave if the associate takes more than 4 weeks of parental leave consecutively.

J. Each week of paid parental leave is compensated at 100 percent of the associate's regular, straight-time weekly pay. Paid parental leave will be paid on a weekly or bi-weekly basis on your regularly scheduled pay dates. If you live in a state that provides statutory family care benefits, those benefits will be used first. Then, Danaher's paid parental leave will contribute any remaining benefits to ensure the associate receives 100% pay while on parental leave. An associate will receive no more than 100% of pay while on parental leave.

K. For female associates who have given birth, the eight weeks of paid parental leave will start when the associate's short-term disability leave/benefit ends. If the female's associate's short-term disability is extended beyond the typical six or eight weeks due to complications, the extended short-term disability will be used first, then the paid parental leave will be used.

L. Upon termination of the individual's employment at Danaher, he or she will not be paid for any unused paid parental leave for which he or she was eligible.

M. Payback Provision: Associates who fail to return to work for at least 90 days after their approved paid parental leave agree to reimburse the Company for the salary and any benefits paid by the Company for the period of paid parental leave. This reimbursement requirement will be excused if the associate's failure to return to work is related to the onset, recurrence, or continuation of a serious health condition of the associate or the child.

#### IV. Coordination with Other Policies.

- A. Paid parental leave will run concurrently with leave under the FMLA; thus, in the event of any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster care, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. If you live in a state where FML is mandated by the state, the leave will also run concurrently. Should you have FML time that runs beyond the Parental Leave period of eight weeks, your FML may run past the date that Parental Leave ends.
- B. An associate who takes paid parental leave is afforded job protection while on leave. If an associate who takes paid parental leave does not qualify for FMLA leave, or his or her short-term disability leave and/or parental leave extends past the FMLA leave, he or she will be afforded the same level of job protection for the period of time that the associate is on paid parental leave as if the associate was on FMLA-qualifying leave. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.
- C. After the paid parental leave (and any short-term disability leave for female associates giving birth) is exhausted, the balance of FMLA leave (if applicable) will be compensated through associate's other accrued paid leave (e.g. vacation or paid time off (PTO)), if applicable. Upon exhaustion of other accrued paid leave, or if no vacation or PTO exists, any remaining leave will be unpaid leave.
- D. The company will maintain all benefits for associates during the paid parental leave period just as if they were taking any other company paid leave such as PTO leave. Required deductions will be withheld from pay continuation. If pay continuation has been exhausted, the associate will be responsible for payment of benefits directly to Company.
- E. If a company holiday occurs while the associate is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total period of paid parental leave entitlement.

#### **MILITARY LEAVE**

Leica will observe and comply with all state and federal laws and regulations relating to military service and leave. Associates, however, must immediately notify the Company in writing of any need they have for military leave to allow the Company time to prepare for the associate's absence. Associates who are required, as members of an active U.S. Military Reserve Unit or National Guard, to serve an annual two-week active duty training period in any calendar year, will be given make-up pay equal to the difference between their regular salary and the payment received in the service. Associates should obtain a statement of Service Pay to provide to the Leica Payroll Department. This allowance is available for up to two weeks in any calendar year; and, associates may take the necessary time off outside of their regular vacation period.

Please speak with your Human Resources Business Partner if you have any questions concerning specific application of such laws and regulations, or questions concerning your obligations.

### **JURY DUTY LEAVE**

Leica will provide jury duty leave as required by state law. An associate summoned for jury duty must notify his or her supervisor as soon as possible after receiving the summons. The associate must also provide a copy of the summons to his or her supervisor. The associate will be granted a leave of absence for any jury duty actually served. The associate must immediately notify his or her supervisor when released from jury duty and must report to work on the next scheduled workday after he or she has been released from duty, unless the law of the state where the associate works provides otherwise.

The associate will receive their regular base pay during the time they serve. Unless the law of the state where you work requires otherwise, this benefit, is capped at two (2) weeks. If the associate's jury service lasts longer than ten (10) days, the associate must notify their manager and Human Resources.

This provision will also apply to associates summoned or subpoenaed by a court to appear in court as a witness where state law requires that such leave be provided.