

<i>EAST PENN MANUFACTURING CO., INC.</i>			
EAST PENN POLICIES AND PROCEDURES MANUAL			
Revision No.:	Effective Date: 10/1/2021	Page 1 of 3	Change #
Approved By: Robert D. Harrop		Document No.: EPPM\PER\NAVITAS	

Unpaid Leave Due to Domestic and Sexual Violence

The Company will provide up to twelve (12) weeks of unpaid leave from work on an intermittent or reduced work schedule basis to an Employee who is a victim of domestic or sexual violence (or who has a family or household member who is a victim of domestic or sexual violence) to address domestic or sexual violence if the Employee is:

- seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the Employee or the Employee's family or household member;
- obtaining services from a victim services organization for the Employee or the Employee's family or household member;
- obtaining psychological or other counseling for the Employee or the Employee's family or household member;
- participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the Employee or the Employee's family or household member from future domestic or sexual violence or ensure economic security; or
- seeking legal assistance or remedies to ensure the health and safety of the Employee or the Employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

“Family or household member” means a spouse, parent, son, daughter, and persons jointly residing in the same household whose interests are not adverse to the Employee as it relates to the domestic or sexual violence.

Period of Leave

Employee shall be entitled to a total of 12 workweeks of unpaid leave during any 12-month period. (This policy does not create a right for an Employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the federal Family and Medical Leave Act.)

Notice

The Employee shall provide the Company with at least 48 hours’ advance notice of the Employee’s intention to take the leave, unless providing such notice is not practicable.

When an unscheduled absence occurs, the Company will not take any action against the Employee if the Employee, within a reasonable period after the absence (generally defined herein as 15 days) provides certification as shown under the next section.

Certification

The Company may require the Employee to provide certification to the Company that:

- the Employee or the Employee's family or household member is a victim of domestic or sexual violence; and
- the leave is for one of the purposes enumerated in the above “Basis” paragraph.

The Employee shall provide such certification to the Company within a reasonable period after the Company requests certification.

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An Employee may satisfy the above certification requirement by providing to the Company a signed and dated statement of the Employee, and upon obtaining such documents the Employee shall provide:

- documentation from an Employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the Employee or the Employee's family or household member has sought assistance in addressing domestic or sexual violence and the effects of the violence;
- a police or court record; or
- other corroborating evidence.

Restoration of Position

In general, an Employee who takes leave under this policy shall be entitled, on return from such leave:

- to be restored by the Company to the position of employment held by the Employee when the leave commenced; or
- to be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

Loss of Benefits

The taking of leave under this policy shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced. Furthermore, the Company shall maintain all insurance coverage during the duration of leave and the Employee shall continue to pay his/her share of the premiums.

However, the Employee is not entitled to:

- the accrual of any seniority or employment benefits during any period of leave;
- any right, benefit, or position of employment other than any right, benefit, or
- position to which the Employee would have been entitled had the Employee not taken the leave.

Reporting To the Company

The Company may require an Employee on leave under this policy to report periodically to the Company on the status and intention of the Employee to return to work.

Failure to Return From Leave

The Company may recover the premium that the Company paid for maintaining coverage for the Employee and the Employee's family or household member under such group health plan during any period of leave under this policy if:

- the Employee fails to return from leave under this policy after the period of leave to which the Employee is entitled has expired; and
- the Employee fails to return to work for a reason other than:
 - the continuation, recurrence, or onset of domestic or sexual violence that entitles the Employee to leave; or
 - other circumstances beyond the control of the Employee.

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The Company may require an Employee who claims that the Employee is unable to return to work because of a reason described in (I) or (II) above to provide, within a reasonable period after making the claim, certification to the Company that the Employee is unable to return to work because of that reason.

An Employee may satisfy the certification requirement of clause by providing to the Company:

- a sworn statement of the Employee;
- documentation from an Employee, agent, or volunteer of a victim services;
- organization, an attorney, a member of the clergy, or a medical or other professional from whom the Employee has sought assistance in addressing domestic or sexual violence and the effects of that violence;
- a police or court record; or
- other corroborating evidence.

Record of Revisions

Revision #	Revision Date	Description