MILITARY SERVICE LEAVE POLICY

Purpose

McWane, Inc. recognizes that team members may need to be absent from work to serve in the US military. McWane, Inc. provides military service leaves of absence to all regular full-time, part-time, and probationary team members in compliance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable state laws.

Scope

This Policy applies to all team members of McWane, Inc. and its divisions and subsidiaries ("McWane" or "Company").

Policy Statement

The Human Resources Department is responsible for the administration of this policy. If you have any questions regarding this policy or if you have questions about military service leave that are not addressed in this policy, please contact the Human Resources Department.

PROCEDURES

If you need to take military service leave, you or an authorized military service officer should provide advance notice to your supervisor or the Human Resources Department. When possible, you should give at least 30 days' notice of your request for leave. If 30 days' notice is not possible because of military necessity or for other reasons, you should give as much advance notice to McWane, Inc. as possible.

Written notice is preferred, but not required. Where possible, please submit a copy of your military orders, training notice, or order to active duty, along with a Request for Leave of Absence Form,] to your supervisor or the Human Resources Department.

Eligibility Requirements

Eligible Team members. All regular full-time, part-time, and probationary team members are eligible for military service leave if they are absent from work because of eligible military service. Independent contractors and team members who were only employed for a brief, non-recurrent (one-time only) period before the start of military service are not eligible for leave under this policy.

Eligible Military Service. For purposes of this policy, eligible military service means certain types of service (listed below) in the following branches of the US military:

- Armed Forces (Army, Navy, Air Force, Marine Corps, and Coast Guard), including the Reserves.
- National Guard, including the Army National Guard and Air National Guard, when the team member is engaged under federal authority in active duty for training, inactive duty training, or full-time National Guard duty.
- Commissioned corps of the Public Health Service.
- Any other category of persons designated by the President of the United States of America in time of war or national emergency.

Eligible team members may take leave under this policy for the following types of military service:

- Active duty.
- Active duty for training.
- Initial active duty for training.
- Inactive duty training.
- Full-time National Guard duty.
- Submitting to an examination to determine your fitness for any of these services.
- Funeral honors duty performed by National Guard or Reserve members.
- Service as an intermittent disaster response appointee of the National Disaster Medical System when team members are:
- activated under federal authority; or
- attending authorized training in support of a federal mission.

Compensation During Leave

During military service leave, team members will be paid the difference (if any) between their McWane, Inc. base pay and their military pay for their length of active military duty up to a total of six (6) months. To receive any differential pay, team members must submit their military pay stubs to the Human Resources Department so McWane, Inc. can calculate the differential pay. Team members also may use any or all of their accrued but unused vacation or other paid time off during their military service leave.

Benefits During Leave

During military service leave, all benefits provided under a team member benefit plan are governed by the terms and conditions of the applicable team member benefit plan documents in accordance with applicable law. For all other non-seniority benefits, except for the pay differential under this policy, a team member on military service leave will receive the same rights and benefits as team members on a paid/an unpaid leave of absence. The team member may opt out of their benefits during the length of active military duty and reinstate upon returning to full employment with McWane, Inc.

Reemployment

Team members may be eligible for reemployment after their military service leave. Any team members who would like to return to work must report to work or submit an application for reemployment to the Human Resources Department, including their military discharge documentation, if available, as follows:

- If their military service was for less than 31 days, they must report to work on the first regularly scheduled workday that is at least eight hours after they return home from military service.
- If their military service was for 31 to 180 days, they must apply for reemployment within 14 days following completion of military service.
- If their military service was for more than 180 days, they must apply for reemployment within 90 days following completion of military service.
- If they suffered a service-connected injury or illness and they are hospitalized or convalescing, they have up to two years following completion of military service to return to their jobs or apply for reemployment, depending on the length of recovery time required.

If any team members are unable to comply with this reporting schedule through no fault of their own or if they are injured or recovering from an injury and need an accommodation for specific circumstances beyond their control, they should speak with the Human Resources Department as soon as possible to determine if they are eligible for a reasonable accommodation or additional time to apply for reemployment. Team members who do not report to work or apply for reemployment within the applicable timeframe will be subject to McWane, Inc.'s rules about unexcused absences.

Nothing in this policy requires McWane, Inc. to reemploy individuals who are not eligible for reemployment rights under applicable law.

Seniority Rights After Reemployment

Team members who are eligible for reemployment will be reemployed with the same seniority, and all rights and benefits based on that seniority, that they would have attained if they had not taken military leave. Seniority rights include pay and benefits that accrue or are determined based on their length of service.

Discrimination and Retaliation Prohibited

McWane, Inc. prohibits and will not tolerate discrimination or retaliation against any team member or applicant because of that person's membership in or obligation to perform service for any branch of the US military. Specifically, no one will be denied employment, reemployment, promotion, or any other benefit of employment, or be subjected to any adverse employment action based on that person's membership in or service for any branch of the US military. In addition, no one will be disciplined, intimidated, or otherwise

retaliated against because that person exercised rights under this policy or applicable law.

McWane, Inc. is committed to enforcing this policy against discrimination and retaliation. However, the effectiveness of our efforts depends largely on team members telling us about inappropriate workplace conduct. If team members feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately. If team members do not report such conduct, McWane, Inc. may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

State or Local Military Service Leave Laws

Where state or local military service leave laws offer more protections or benefits to team members, the protections or benefits that are most favorable to the team member, as provided by such laws, will apply.]

Team members Covered Under a Collective Bargaining Agreement

The employment terms set out in this policy work in conjunction with, and do not replace, amend, or supplement any terms or conditions of employment stated in any collective bargaining agreement that a union has with McWane, Inc. [Team members should consult the terms of their collective bargaining agreement./Wherever employment terms in this policy differ from the terms expressed in the applicable collective bargaining agreement with McWane, Inc., team members should refer to the specific terms of the collective bargaining agreement, which control.

Acknowledgment of Receipt and Review

I, _____ (team member name), acknowledge that on _____ (date), I received a copy of McWane, Inc.'s Military Service Leave Policy and that I read it, understood it, and agree to comply with it. I understand that McWane, Inc. has the maximum discretion permitted by law to interpret, administer, change, modify, or delete this policy at any time with or without notice. No statement or representation by a supervisor or manager or any other team member, whether oral or written, can supplement or modify this policy. Changes can only be made if approved in writing by the Vice President Human Resources of McWane, Inc. I also understand that any delay or failure by McWane, Inc. to enforce any work policy or rule will not constitute a waiver of McWane, Inc.'s right to do so in the future. I understand that neither this policy nor any other communication by a management representative or any other team member, whether oral or written, is intended in any way to create a contract of employment. I understand that, unless I have a written employment agreement signed by an authorized McWane, Inc. representative, I am employed at will and this policy does not modify my at-will employment status. If I have a written employment agreement signed by an authorized McWane, Inc. representative and this policy conflicts with the terms of my employment agreement, I understand that the terms of my employment agreement will control.

OR

I, _____ (team member name), acknowledge that on _____ (date), I received and read a copy of the McWane, Inc.'s Military Service Leave Policy, dated October 3, 2017 and understand that it is my responsibility to be familiar with and abide by its terms. I understand that the information in this Policy is intended to help McWane, Inc.'s team members to work together effectively on assigned job responsibilities. This Policy is not promissory and does not set terms or conditions of employment or create an employment contract.

_____

Signature

_____

Printed Name

_____

Date]