



**PALMS HOTEL FIRE ISLAND  
CJ's RESTAURANT & BAR  
OCEAN BEACH TRADING**

**EMPLOYEE HANDBOOK & CODE OF CONDUCT**

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# 1.Introduction

## 1.1 Handbook Disclaimer

***The contents of this handbook serve only as guidelines and supersede any prior handbook. Neither this handbook, nor any other policy or practice, creates an employment contract, or an implied or express promise of continued employment with the entities covered by this handbook (“THE COMPANY”). Employment with THE COMPANY is “AT-WILL.” This means employees or THE COMPANY may terminate the employment relationship at any time, for any reason, with or without cause or advance notice. As an at-will employee, it is not guaranteed, in any manner, that you will be employed with THE COMPANY for any set period of time. THE COMPANY also has the right, with or without notice, in an individual case or generally, to change any of the policies in this handbook, or any of its guidelines, policies, practices, working conditions or benefits at any time. No one is authorized to provide any employee with an employment contract or special arrangement concerning terms or conditions of employment unless the contract or arrangement is in writing and signed by the president and the employee.***

## 1.2 Welcome Message

Dear Valued Employee,

Welcome to the PALMS HOTEL GROUP! We are pleased with your decision to be a part of our team.

We are committed to providing superior quality and unparalleled customer service in all aspects of our business. We believe each employee contributes to the success and growth of our Company.

This employee handbook contains general information on our policies, practices, and benefits. Please read it carefully. If you have questions regarding the handbook, please discuss them with your supervisor.

Change at THE COMPANY is inevitable. Therefore, we expressly reserve the right to interpret, modify, suspend, cancel, or dispute, with or without notice, all or any part of our policies, procedures, and benefits at any time with or without prior notice. Changes will be effective on the dates determined by THE COMPANY, and after those dates, all superseded policies will be null and void.

No individual supervisor or manager has the authority to alter the foregoing. Any employee who is unclear on any policy or procedure should consult a supervisor.

Welcome aboard. We look forward to working with you!

Sincerely,

Joe Bonocore

Mitch Diamond

Jon Randazzo

Mark Transport

### 1.3 Summary of Key Policies

This Handbook provides detailed information regarding the Policies of THE COMPANY. For your convenience, the following summarizes the Key Policies that are in place, along with a reference to the section of this Handbook that provides additional detail, if applicable. This summary is not intended to imply that any individual Policy addressed in this Handbook is more important than another; rather, it is intended to provide a summary of the Policies that we believe may be of the most interest to our employees.

**(a) At-Will Employment (Section 2.1):**

Employment with THE COMPANY is "at will." This means employees are free to resign at any time, with or without cause, and THE COMPANY may terminate the employment relationship at any time, with or without cause or advance notice. As an at-will employee, it is not guaranteed, in any manner, that you will be employed with THE COMPANY for any set period of time.

**(b) Equal Opportunity Employment (Section 2.3)**

THE COMPANY is an Equal Opportunity Employer. Employment opportunities at THE COMPANY are based upon one's qualifications and capabilities to perform the essential functions of a particular job. All employment opportunities are provided without regard to race, religion, sex (including sexual orientation and transgender status), pregnancy, childbirth or related medical conditions, national origin, age, veteran status, disability, genetic information, or any other characteristic protected by law.

**(c) Anti-Retaliation and Whistleblower Policy (Section 2.8)**

This policy is designed to protect employees and address THE COMPANY's commitment to integrity and ethical behavior. In accordance with anti-retaliation and whistleblower protection regulations, THE COMPANY will not tolerate any retaliation against an employee.

**(d) Meal and Break Periods and Employee Discounts (Section 4.5)**

As required by New York State law, employees are entitled to meal and break periods based upon the number of hours worked. Meal and Break Periods should not last longer than 20 minutes and should be scheduled by the employee at a time where it is plausible to be away from their duties. **Employees are entitled to a 20% discount on meals, beverages, and, for those above the legal drinking age, alcoholic beverages.** See Section 5.2 for details regarding employee discounts, **which are limited to Employees Only.**

**(e) Standards of Conduct (Section 6.1)**

THE COMPANY's rules and standards of conduct are essential to a productive work environment. As such, employees must familiarize themselves with, and be prepared to follow, THE COMPANY's rules and standards.

While not intended to be an all-inclusive list, the examples below represent behavior that is considered unacceptable in the workplace. Behaviors such as these, as well as other forms of misconduct, may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal/possession of property, **INCLUDING PROVIDING OR ACCEPTING MEALS OR BEVERAGES AT MORE THAN THE ALLOWABLE 20% DISCOUNT, failure to remit any customer payments to the business, or violations of the buyback policy.**
- Falsification of timekeeping records
- Possession, distribution, sale, transfer, manufacture, or use of illegal drugs in the workplace OR **working in an impaired state from the effects of alcohol or drugs**
- Fighting or threatening violence in the workplace
- Making maliciously false statements about co-workers
- Threatening, intimidating, coercing, or otherwise interfering with the job performance of fellow employees or visitors
- Negligence or improper conduct leading to damage of company-owned or customer-owned property
- Violation of safety or health rules
- Sexual or other unlawful or unwelcome harassment
- Excessive absenteeism
- Unauthorized use of telephones, computers, or other company-owned equipment on working time. Working time does *not* include break periods, meal times, or other specified periods during the workday when employees are not engaged in performing their work tasks.
- Unauthorized disclosure of any “business secrets” or other confidential or non-public proprietary information relating to THE COMPANY’s products, services, customers or processes. *Wages and other conditions of employment are not considered to be confidential information.*

**(f) Dress Code**

While there is no formal dress code, employees are expected to always use their judgment in dressing appropriately, recognizing that this is an important reflection on our Company.

**STAFF ARE REQUIRED TO WEAR AUTHENTIC COMPANY SHIRTS AT ALL TIMES WHILE ON DUTY,** non-slip shoes, and their choice of shorts or pants that upholds safety policies. At no time should employees wear revealing clothing that shows underarms, stomach, or buttocks. Facial piercings or tattoos may ask to be covered while working. Long hair must be worn up in a bun or pony tail.

**(g) Buy Back Policy**

Management understands that providing buy backs to customers is an important aspect of building loyalty among our customer base. **While buy backs are not permitted at table dining,** bartenders should always ensure they are following the Buy Back Policy. Excessive buy back activity may be deemed to be in violation of the Policy regarding theft.

**(h) Impairment from Illegal Drug and Alcohol Use (Section 6.5)**

THE COMPANY is committed to maintaining a workplace free of substance abuse. No employee or individual who performs work for THE COMPANY is allowed to be impaired by alcohol or illegal drugs, as defined under federal and/or state law, on any property owned by or leased on behalf of THE COMPANY, or in any vehicle owned or leased on behalf of THE COMPANY or while on Company business.

**(i) Sexual & Other Unlawful Harassment (Section 6.6)**

THE COMPANY is committed to a work environment in which all individuals are treated with respect. THE COMPANY expressly prohibits discrimination and all forms of employee harassment based on race, color, religion, sex, pregnancy, national origin, age, disability, military or veteran status, or status in any group protected by state or local law.

## **2. General Employment**

### **2.1 At-Will Employment**

Employment with THE COMPANY is "at-will." This means employees are free to resign at any time, with or without cause, and THE COMPANY may terminate the employment relationship at any time, with or without cause or advance notice. As an at-will employee, it is not guaranteed, in any manner, that you will be employed with THE COMPANY for any set period.

The policies set forth in this employee handbook are the policies that are in effect at the time of publication. They may be amended, modified, or terminated at any time by THE COMPANY, except for the policy on at-will employment, which may be modified only by a signed, written agreement between the President and the employee at issue. Nothing in this handbook may be construed as creating a promise of future benefits or a binding contract between THE COMPANY and any of its employees.

### **2.2 Immigration Law Compliance**

THE COMPANY is committed to employing only United States citizens and aliens who are authorized to work in the United States.

In compliance with the Immigration Reform and Control Act of 1986, as amended, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with THE COMPANY within the past three years, or if their previous I-9 is no longer retained or valid.

THE COMPANY may participate in the federal government's electronic employment verification system, known as "E-Verify." Pursuant to E-Verify, THE COMPANY provides the Social Security Administration, and if necessary, the Department of Homeland Security with information from each new employee's Form I-9 to confirm work authorization.

### **2.3 Equal Employment Opportunity**

THE COMPANY is an Equal Opportunity Employer. Employment opportunities at THE COMPANY are based upon one's qualifications and capabilities to perform the essential functions of a particular job. All employment

opportunities are provided without regard to race, religion, sex (including sexual orientation and transgender status), pregnancy, childbirth or related medical conditions, national origin, age, veteran status, disability, genetic information, or any other characteristic protected by law.

This Equal Employment Opportunity policy governs all aspects of employment, including, but not limited to, recruitment, hiring, selection, job assignment, promotions, transfers, compensation, discipline, termination, layoff, access to benefits and training, and all other conditions and privileges of employment.

THE COMPANY will provide reasonable accommodations as necessary and where required by law so long as the accommodation does not pose an undue hardship on the business. THE COMPANY will also accommodate sincerely held religious beliefs of its employees to the extent the accommodation does not pose an undue hardship on the business. If you would like to request an accommodation, or have any questions about your rights and responsibilities, contact your Their supervisor. This policy is not intended to afford employees with any greater protections than those which exist under federal, state, or local law.

THE COMPANY strongly urges the reporting of all instances of discrimination and harassment, and prohibits retaliation against any individual who reports discrimination, harassment, or participates in an investigation of such report. THE COMPANY will take appropriate disciplinary action, up to and including immediate termination, against any employee who violates this policy.

#### **2.4 Equal Employment Opportunity (New York Employees)**

THE COMPANY is an Equal Opportunity Employer. Employment opportunities at THE COMPANY are based upon one's qualifications and capabilities to perform the essential functions of a particular job. All employment opportunities are provided without regard to:

- Race
- Creed
- Color
- Religion
- Sex
- Pregnancy or pregnancy-related conditions
- Reproductive health decisions
- National origin
- Age
- Familial status
- Veteran status
- Military status
- Disability
- Domestic violence victim status
- Marital status
- Sexual orientation
- Arrest or conviction
- Predisposing genetic characteristics
- Gender identity or expression
- Transgender status
- Lawful activity outside the workplace during non-work hours, such as the use of tobacco products



- Any other characteristic protected by law

This Equal Employment Opportunity policy governs all aspects of employment, including, but not limited to, recruitment, hiring, internships, selection, job assignment, promotions, transfers, compensation, discipline, termination, layoff, access to benefits and training, and all other conditions and privileges of employment.

THE COMPANY strongly urges the reporting of all instances of discrimination and harassment, and prohibits retaliation against any individual who reports discrimination, harassment or participates in an investigation of such report. Appropriate disciplinary action, up to and including immediate termination, will be taken against any employee who violates this policy.

## **2.5 Employee Grievances**

It is the policy of THE COMPANY to maintain a harmonious workplace environment. THE COMPANY encourages its employees to express concerns about work-related issues, including workplace communication, interpersonal conflict, and other working conditions.

Employees are encouraged to raise concerns with their supervisors. If not resolved at this level, an employee may submit, in writing, a signed grievance to their supervisor.

After receiving a written grievance, THE COMPANY may hold a meeting with the employee, the immediate supervisor, and any other individuals who may assist in the investigation or resolution of the issue. All discussions related to the grievance will be limited to those involved with, and who can assist with, resolving the issue.

Complaints involving alleged discriminatory practices shall be processed in accordance with THE COMPANY'S Sexual and other Unlawful Harassment Policy.

THE COMPANY assures that all employees filing a grievance or complaint can do so without fear of retaliation or reprisal.

## **2.6 Internal Communication**

Effective and ongoing communication within THE COMPANY is essential. As such, THE COMPANY maintains systems through which important information can be shared among employees and management.

All employees are responsible for checking internal communications on a frequent and regular basis. Employees should consult their supervisor with any questions or concerns on information disseminated.

## **2.7 Outside Employment**

Employees may hold outside jobs if the employee meets the performance standards of their position with THE COMPANY.

Unless an alternative work schedule has been approved by THE COMPANY, employees will be subject to THE COMPANY's scheduling demands, regardless of any existing outside work assignments; this includes availability for overtime when necessary.

THE COMPANY's property, office space, equipment, materials, trade secrets, and any other confidential information may not be used for any purposes relating to outside employment.

## **2.8 Anti-Retaliation and Whistleblower Policy**

This policy is designed to protect employees and address THE COMPANY's commitment to integrity and ethical behavior. In accordance with anti-retaliation and whistleblower protection regulations, THE COMPANY will not tolerate any retaliation against an employee who:

- Makes a good faith complaint, or threatens to make a good faith complaint, regarding the suspected Company or employee violations of the law, including discriminatory or other unfair employment practices;
- Makes a good faith complaint, or threatens to make a good faith complaint, regarding accounting, internal accounting controls, or auditing matters that may lead to incorrect, or misrepresentations in, financial accounting;
- Makes a good faith report, or threatens to make a good faith report, of a violation that endangers the health or safety of an employee, patient, client or customer, environment, or general public;
- Objects to, or refuses to participate in, any activity, policy, or practice, which the employee reasonably believes is a violation of the law;
- Provides information to assist in an investigation regarding violations of the law; **or**
- Files, testifies, participates, or assists in a proceeding, action or hearing in relation to alleged violations of the law.

Retaliation is defined as any adverse employment action against an employee, including, but not limited to, refusal to hire, failure to promote, demotion, suspension, harassment, denial of training opportunities, termination, or discrimination in any manner in the terms and conditions of employment.

Anyone found to have engaged in retaliation or in violation of law, policy or practice will be subject to discipline, up to and including termination of employment. Employees who knowingly make a false report of a violation will be subject to disciplinary action, up to and including termination.

Employees who wish to report a violation should contact their supervisor directly. Employees should also review their state and local requirements for any additional reporting guidelines.

THE COMPANY will promptly and thoroughly investigate and, if necessary, address any reported violation.

Employees who have any questions or concerns regarding this policy and related reporting requirements should contact their supervisor or any state or local agency responsible for investigating alleged violations.

## **2.9 Reproductive Health Decisions (New York Employees)**

THE COMPANY will not discriminate or retaliate against any employee because of the employee's or their dependent's reproductive health decision making, including a decision to use or access a particular drug, device or medical service.

THE COMPANY will not access personal information regarding reproductive health decisions without the employee's prior informed written consent; and will not require that an employee waive their rights to make reproductive health care decisions.

### **Employee Rights and Remedies:**

An employee may bring a civil action against THE COMPANY for any alleged violations of this policy. Damages and awards may include back pay, benefits and reasonable attorneys' fees; injunctive relief; reinstatement; and/or liquidated damages.

An employee may also be entitled to additional civil penalties if THE COMPANY is found to have retaliated against the employee, including discharging, suspending, demoting or otherwise penalizing the employee for exercising their rights under this policy.

### **Complaint Procedure:**

THE COMPANY strongly encourages employees to report all instances of discrimination or retaliation. If you believe you have experienced or witnessed retaliation or discrimination based on reproductive health decisions or another factor, promptly report the incident to your supervisor.

Any reported allegations of discrimination and/or retaliation will be investigated promptly, thoroughly, and impartially.

Employees with any questions regarding this policy should contact their supervisor.

## **3. Employment Status & Recordkeeping**

### **3.1 Employment Classifications**

For purposes of salary administration and eligibility for overtime payments and employee benefits, THE COMPANY classifies employees as either exempt or non-exempt. Non-exempt employees are entitled to overtime pay in accordance with federal and state overtime provisions. Exempt employees are exempt from federal and state overtime laws and, but for a few narrow exceptions, are generally paid a fixed amount of pay for each workweek in which work is performed.

If you change positions during your employment with THE COMPANY or if your job responsibilities change, you will be informed by your supervisor of any change in your exempt status.

In addition to your designation of either exempt or non-exempt, you also belong to one of the following employment categories:

#### **Full-Time:**

Full-time employees are regularly scheduled to work greater or equal to 40 hours per week. Generally, regular full-time employees are eligible for THE COMPANY's benefits, subject to the terms, conditions, and limitations of each benefit program.

#### **Part-Time:**

Part-time employees are regularly scheduled to work less than 40 hours per week. Regular part-time employees may be eligible for some THE COMPANY benefit programs, subject to the terms, conditions, and limitations of each benefit program.

#### **Temporary:**

Temporary employees include those hired for a limited time to assist in a specific function or in the completion of a specific project. Temporary employees generally are not entitled to benefits, but are eligible for statutory benefits to the extent required by law. Employment beyond any initially stated period does not in any way imply a change in employment status or classification. Temporary employees retain temporary status unless and until they are notified, by THE COMPANY Management, of a change.

### **3.2 Personnel Data Changes**

It is the responsibility of each employee to promptly notify their supervisor or Their supervisor of any changes in personnel data. Such changes may affect your eligibility for benefits, the amount you pay for benefit premiums, and your receipt of important company information.

If any of the following have changed or will change in the coming future, contact your supervisor as soon as possible:

- Legal name
- Mailing address
- Telephone number(s)
- Change of beneficiary
- Exemptions on your tax forms
- Emergency contact(s)
- Training certificates
- Professional licenses

### **3.3 Expense Reimbursement**

THE COMPANY reimburses employees for necessary expenditures and reasonable costs incurred in the course of doing their jobs. Expenses incurred by an employee must be approved in advance by your supervisor.

To be reimbursed, employees must submit expense reports to their supervisor for approval. The report must be accompanied by receipts or other documentation substantiating the expenses. Questions regarding this policy should be directed to your supervisor.

### **3.4 Termination of Employment**

Termination of employment is an inevitable part of personnel activity within any organization.

#### **Notice of Voluntary Separation**

Employees who intend to terminate employment with THE COMPANY shall provide THE COMPANY with at least two weeks written notice. Such notice is intended to allow THE COMPANY time to adjust to the employee's departure without placing undue burden on those employees who may be required to fill in before a replacement can be found.

#### **Return of Company Property**

Any employee who terminates employment with THE COMPANY shall return all files, records, keys, and any other materials that are the property of THE COMPANY prior to their last date of employment.

#### **Final Pay**

THE COMPANY will provide employees with their final pay in accordance with applicable federal, state and local laws.

If you have any questions or concerns regarding this policy, contact your supervisor.

## **4. Working Conditions & Hours**

### **4.1 Company Hours**

THE COMPANY is a seasonal business that generally operates from mid-March through mid-November. Hours vary based on the time of the year.

Supervisors will advise employees of their scheduled shift, including starting and ending times. Business needs may necessitate a variation in your starting and ending times as well as in the total hours you may be scheduled to work each day and each week.

### **4.2 Emergency Closing**

At times, emergencies such as severe weather, fires, or power failures can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility. The decision to close or delay regular operations will be made by THE COMPANY management.

When a decision is made to close the office, employees will receive official notification from their supervisor.

### **4.3 Workplace Safety**

THE COMPANY is committed to providing a clean, safe, and healthful work environment for its employees. Maintaining a safe work environment, however, requires the continuous cooperation of all employees. THE COMPANY and all employees must comply with all occupational safety and health standards and regulations established by the Occupational Safety and Health Act and state and local regulations. In addition, all employees are expected to obey safety rules and exercise caution and common sense in all work activities.

#### **Complaint and Reporting Procedure:**

Employees should immediately report any unsafe conditions to their supervisor without fear of reprisal. In the case of an accident that results in injury, regardless of how seemingly insignificant the injury may appear, employees must notify their supervisor.

Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report or, where appropriate, remedy such situations may be subject to disciplinary action, up to and including termination of employment.

#### **Retaliation Prohibited:**

THE COMPANY expressly prohibits retaliation against anyone who reports unsafe working conditions or work-related accidents, injuries or illnesses. Any form of retaliation will be subject to disciplinary action, up to and including termination of employment.

Questions or concerns regarding this policy should be directed to your supervisor.

#### **4.4 Security**

The purpose of THE COMPANY's security policy is to protect Company assets and to maintain a safe working environment for all employees.

##### **Facility Access:**

Employees who are issued keys are responsible for their safekeeping. All lost or stolen keys must be reported to your supervisor as soon as possible.

Upon separation from THE COMPANY, and at any other time upon THE COMPANY's request, all keys must be returned to your supervisor.

##### **Closing Procedures:**

The last employee, or a designated employee, who leaves the office at the end of the business day assumes the responsibility to ensure that: all doors are securely locked; the alarm system is armed; thermostats are set on appropriate evening and/or weekend setting; and all appliances and lights are turned off with the exception of the lights normally left on for security purposes.

Employees are not permitted on company property after hours without prior written authorization from your supervisor.

#### **4.5 Meal & Break Periods**

Meal and Break Periods should not last longer than 20 minutes and should be scheduled by the employee at a time where it is plausible to be away from their duties.

Employees are not entitled to free meals. They should utilize their employee discount if they elect to eat at the restaurant.

#### **4.6 Meal Periods (New York Employees)**

See above

#### **4.7 Break Time for Nursing Mothers**

THE COMPANY accommodates employees who wish to express breast milk during the workday by providing reasonable break times to do so. THE COMPANY will provide a designated room, other than a bathroom, that is shielded from view, free from intrusion from coworkers and the public and is in compliance with all other applicable laws for this purpose.

Employees who use regularly scheduled rest breaks to express breast milk will be paid for the break time. If the lactation break does not run concurrently with the employee's regularly scheduled compensated break, the lactation break time will be unpaid.

For questions related to this policy, please contact your supervisor.

#### **4.8 Break Time for Nursing Mothers (New York Employees)**

THE COMPANY accommodates employees who wish to breastfeed or express breast milk during the workday by providing reasonable break time to do so.

For up to three years following a child's birth, THE COMPANY will provide nursing mothers with at least one 20-minute break every three hours for this purpose.

Employees who use regularly scheduled rest breaks to express breast milk will be paid for the break time. If the lactation break does not run concurrently with the employee's regularly scheduled compensated breaks, the time will be unpaid. Employees may work before or after their normal shift to make up for the time spent expressing milk, as long as that time falls within THE COMPANY's regular hours of operation.

Generally, employees will have access to a designated room, other than a bathroom, that is shielded from view, free from intrusion from coworkers and the public, and is in close proximity to the employee's work area.

When possible, employees should give reasonable notice that they intend to express milk, preferably before returning to work after their child's birth. This will allow sufficient time to make necessary preparations.

THE COMPANY prohibits retaliation against an employee for exercising or attempting to exercise their rights under this policy.

For questions about this policy, please contact your supervisor.



## 5. Employee Benefits

### 5.1 Health Insurance Continuation

THE COMPANY does not provide health insurance benefits to its employees.

### 5.2 Employee Discount Program

THE COMPANY offers a 20% percent discount off of THE COMPANY products/services.

This employee discount extends to Employees only. Prohibited use of employee discounts may result in disciplinary action, up to and including termination of employment.

Questions regarding this policy should be directed to your supervisor.

### 5.3 Family and Medical Leave

THE COMPANY Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides information regarding FMLA eligibility and administration. Questions regarding FMLA should be directed to your supervisor.

#### Eligibility Requirements:

Employees eligible for leave under the FMLA are those who: (1) have worked at least 12 months for THE COMPANY; (2) have worked for at least 1,250 hours during the 12 month period immediately preceding the start date of the requested leave; and (3) are employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

**Note:** A covered company is one which as employed 50 or more employees for at least 20 workweeks in the current or preceding calendar year.

#### Basic FMLA Leave Entitlement:

The FMLA grants up to 12 weeks of unpaid leave to eligible employees for the following reasons: (1) to care for the employee's child following birth or placement for adoption or foster care; (2) to care for the employee's spouse, son, daughter or parent (but not in-law) who has a serious health condition; (3) for the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care, or child birth) that makes the employee unable to perform one or more of the essential functions of the employee's job; or (4) because of any qualifying exigency arising out of the fact that an employee's spouse, son, daughter, or parent is a covered military member who is a member of a regular component of the Armed Forces on active duty or who has been notified of an impending call or order to active duty status for deployment to any foreign country in the regular or reserve components of the Armed Forces, including the National Guard or Reserves.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

#### **Additional Military Family Leave Entitlement:**

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single-12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A covered servicemember means a member of the Armed Forces, including a member of the National Guard or Reserves, and/or a veteran of the Armed Forces, including a veteran of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. Such veteran is considered a covered servicemember if he/she was a member of the Armed Forces, including the National Guard and Reserves, at any time during the five-year period preceding the date on which the veteran undergoes medical treatment, recuperation or therapy.

#### **Intermittent Leave and Reduced Leave Schedules:**

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember.

#### **Restoration of Employment and Benefits:**

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause THE COMPANY substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay and other employment terms. THE COMPANY will notify employees if they qualify as "key employees", if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

**Notice of Eligibility for, and Designation of, FMLA Leave:**

Employees requesting FMLA leave are entitled to receive written notice from THE COMPANY telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: (1) their rights and responsibilities in connection with such leave; (2) THE COMPANY's designation of leave as FMLA-qualifying or non-qualifying, if not FMLA-qualifying, the reasons why; and (3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

THE COMPANY may retroactively designate leave as FMLA leave with appropriate written notice to employees provided THE COMPANY's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, THE COMPANY and the employee can mutually agree that leave be retroactively designated as FMLA leave.

**Notice of the Need for Leave:**

Employees who take FMLA leave must timely notify THE COMPANY of their need for FMLA leave. The following describes the content and timing of such employee notices.

**Content of Employee Notice:**

To trigger FMLA leave protections, employees must inform their supervisor of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow THE COMPANY to determine that the leave is FMLA-qualifying.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to THE COMPANY's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which THE COMPANY has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

**Timing of Employee Notice:**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide THE COMPANY notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

**Medical Certifications:**

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. It is the employee's responsibility to provide THE COMPANY with timely, complete and sufficient medical certifications. Employees must provide the requested certifications within 15 calendar days following THE COMPANY's request, unless it is not practicable to do so. Where THE COMPANY

informs an employee that the certification is incomplete or insufficient, THE COMPANY will give the employee with at least seven days to cure the deficiencies. THE COMPANY may deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins.

With the employee's permission, THE COMPANY may contact the employee's health care provider to authenticate or clarify completed medical certifications. If the employee fails to authorize such contact, and medical certification remains unclear, THE COMPANY may deny FMLA leave. If THE COMPANY has reason to doubt the employee's initial medical certification, THE COMPANY may require the employee to obtain a second opinion at THE COMPANY's expense.

**Recertification:**

Depending on the circumstances and duration of FMLA leave, THE COMPANY may require the employee to provide recertification of the medical condition giving rise to leave. THE COMPANY will notify the employee if recertification is required and the employee will have at least 15 calendar days to provide recertification.

**Return to Work:**

Unless THE COMPANY advises otherwise, employees returning to work from FMLA leave taken because of their own serious health condition must provide medical certification that they are able to return to work and perform the essential functions of their job, with or without accommodation.

**Certifications Supporting Need for Military Family Leave:**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, THE COMPANY may require employees to provide: (1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and (2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, THE COMPANY may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember.

**Substitution of Paid Leave for Unpaid FMLA Leave:**

Employees must use any accrued paid time while taking unpaid FMLA leave. The substitution of paid time for unpaid

FMLA leave time does not extend the length of FMLA leaves; the paid time will run concurrently with an employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement.

**Coordination of FMLA Leave with Other Leave Policies:**

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law which provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please contact Their supervisor.

**No Retaliation:**

THE COMPANY will not interfere with, restrain or deny the exercise of any right provided under the FMLA. THE COMPANY will not discharge or discriminate against any individual for opposing any practice made lawful by the FMLA or for being involved in any proceeding relating to the FMLA. Contact your supervisor or HR Administrator immediately if you feel your rights under this policy have been violated. THE COMPANY will conduct a prompt and thorough investigation of any FMLA complaint and take appropriate remedial action, up to and including termination.

**5.4 Military Leave**

THE COMPANY grants employees unpaid time off for service, training and other obligations in the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and any other applicable state law.

All employees requesting time off for military service must provide advance notice to their immediate supervisor, unless military necessity prevents such notice or it is otherwise impracticable. Continuation of health insurance benefits is available during military leave subject to the terms and conditions of the group health plan and applicable law.

Employees are eligible for reemployment for up to five years from the date their military leave began. The period an individual has to apply for reemployment or report back to work after military service is based on time spent on military duty and on applicable law. For reinstatement guidelines, contact your supervisor.

Employees who qualify for reemployment will return to work at a pay level and status equal to that which they would have attained had they not taken military leave. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

THE COMPANY complies with all rights and protections under all applicable state laws granting time off for service, training and other obligations in the uniformed services. This includes, but is not limited to, benefits entitlement and continuation, notice and recertification requirements, and reemployment application requirements.

Questions regarding this policy should be directed to your supervisor.

### **5.5 Family Military Leave (New York Employees)**

Employees may be eligible to take up to 10 days of leave when their spouse, as a member of the armed forces, National Guard or reserves, is on leave from deployment during a period of military conflict.

To be eligible, an employee must work for THE COMPANY an average of at least 20 hours per week.

Employees should provide reasonable advance notice of their need for such leave to the extent possible. When possible, employees should consult with their supervisor to schedule the leave so that it does not unduly disrupt THE COMPANY's operations. Employees must be prepared to provide THE COMPANY with certification from the proper military authority to verify the employee's eligibility for family military leave.

Family military leave is unpaid; however, employees may opt to use accrued paid time off for this purpose.

### **5.6 Jury Duty**

THE COMPANY encourages employees to fulfill their civic responsibilities when called upon to serve as a juror. Employees must provide their immediate supervisor with a copy of their jury summons as soon as possible so that the supervisor may make arrangements to accommodate their absence.

Employees on jury duty must report to work on workdays, or parts of workdays, when they are not required to serve. Either THE COMPANY or the employee may request an excuse from jury duty if it is determined that the employee's absence would create serious operational difficulties.

Jury duty will be paid if required by applicable state law. If paid, jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. If exempt employees miss work because of jury duty, they will receive their full salary, unless they miss the entire workweek. However, THE COMPANY may offset any jury-duty fees received by an exempt employee against the salary due for that workweek.

### **5.7 Jury Duty Leave (New York Employees)**

THE COMPANY encourages employees to fulfill their civic responsibilities when called upon to serve as a juror. Employees must provide their immediate supervisor with a copy of their jury summons as soon as possible but prior to the start of jury duty service so that the supervisor may make arrangements to accommodate their absence. Either THE COMPANY or the employee may request an excuse from jury duty if it is determined that the employee's absence would create serious operational difficulties.

If you report for jury duty and/or serve on a jury, you will be paid the first \$40 of your regular compensation for the first 3 days; however, your pay will be reduced by any compensation you receive from the courts for serving. Additional time off will be unpaid; however, employees may opt to use accrued paid time off for this purpose.

## **5.8 Workers' Compensation**

Employees who are injured on the job at THE COMPANY are eligible for Workers' Compensation benefits. Such benefits are provided at no cost to employees and cover any injury or illness sustained in the course of employment that requires medical treatment.

Lost time or medical expenses incurred as a result of an accident or injury which occurred while an employee was on the job will be compensated for in accordance with workers' compensation laws. This protection is paid for in full by THE COMPANY. No premium is charged for this coverage and no individual enrollment is required. THE COMPANY will provide medical care and a portion of lost wages through our insurance carrier.

All job-related accidents or illnesses must be reported to an employee's supervisor immediately upon occurrence. Supervisors will then immediately contact Management to obtain the required claim forms and instructions.

## **5.9 Blood Donation Leave (New York Employees)**

THE COMPANY employees who work an average of at least 20 hours per week may be eligible to take leave to donate blood. At THE COMPANY's option, employees may either take up to 3 hours of leave in any 12-month period for the purpose of donating blood, or may take leave to donate blood at least two times per year at a convenient time and place set by THE COMPANY.

Blood donation leave is unpaid; however, employees may opt to use accrued paid time off for this purpose.

To the extent possible, employees must provide advance notice of their need for leave under this policy.

## **5.10 Bone Marrow Donation Leave (New York Employees)**

THE COMPANY employees may be eligible to take leave to undergo a medical procedure to donate bone marrow. The length of leave is to be determined by the employee's physician, but is not to exceed 24 hours, unless THE COMPANY otherwise authorizes additional time.

To be eligible, employees must work for THE COMPANY an average of 20 hours per week.

Bone marrow donation leave is unpaid; however, employees may opt to use accrued paid time off for this purpose.

To the extent possible, employees must provide advance notice of their need for leave under this policy. Employees must submit verification by a physician for the purpose and length of each requested leave to donate bone marrow.

### **5.11 Crime Victims Leave (New York Employees)**

An employee may be entitled to leave to attend criminal justice proceedings if the employee is a victim of a crime, is seeking an application or enforcement of a protection order, or is a witness in a criminal proceeding.

Except in cases of imminent danger to the health or safety of the employee, or unless impracticable, an employee requesting crime victims leave must inform his or her supervisor prior to the date of their court appearance.

Employees must be prepared to provide THE COMPANY with certification to verify the employee's eligibility for the leave requested, such as a police report, a court order, or evidence that they appeared in court.

Crime victims leave is unpaid; however, employees may use accrued paid time off for this purpose.

### **5.12 Voting Leave (New York Employees)**

Employees who are registered voters are generally entitled to up to three hours of paid leave to vote in any election. Such paid time off will typically be limited to the beginning or end of a working shift unless otherwise mutually agreed.

Employees must provide no less than two, days' written notice of their need for leave under this policy.

### **5.13 Disability Benefits (New York Employees)**

THE COMPANY. does not provide disability benefits.

### **5.14 Volunteer Emergency Response Leave (New York Employees)**

During a declared state of emergency, volunteer firefighters or volunteer ambulance workers may be allowed a leave of absence to respond to an emergency. Employees are eligible for leave when:

- They provide THE COMPANY with advance notice that they are a volunteer firefighter or volunteer ambulance worker; or
- The employee's duties are related to the declared emergency.

If an employee is going to be late or absent due to an emergency dispatch, she or he must make every effort possible to provide notice to his or her supervisor prior to the beginning of the employee's shift.

Employees must be prepared to provide THE COMPANY with certification from the volunteer fire department or ambulance service verifying the period of time the employee responded to the emergency.

Emergency response leave is unpaid; however, employees may opt to use accrued paid time off for this purpose.



### **5.15 Pregnancy Accommodation Policy (New York Employees)**

Employees who are limited in their abilities to perform their jobs because of pregnancy, childbirth, and related medical conditions may request a reasonable accommodation as is necessary.

THE COMPANY will provide eligible employees with reasonable accommodations if the accommodation does not impose an undue hardship on THE COMPANY. Reasonable accommodations include, but are not limited to, providing an accessible worksite, acquisition or modification of equipment, job restructuring, modified work schedules or other modifications in order to perform the essential functions of the job.

Employees should be prepared to verify the need and probable duration for the accommodation requested.

If an employee takes leave as an accommodation, the leave is unpaid; however, employees may use accrued paid time off for this purpose. To the extent allowed by law, leave taken under this policy runs concurrently with leave provided under other relevant laws. Upon expiration of leave taken under this policy, an employee will generally be reinstated to her position with equivalent seniority, benefits, pay and other terms and conditions of employment.

THE COMPANY will not retaliate against an employee who requests or uses a reasonable accommodation under this policy. Employees should speak with Their supervisor to discuss their need for reasonable accommodation or for questions regarding this policy.

### **5.16 Paid Family Leave (New York Employees)**

Employees working in New York may be eligible for up to eight weeks of wage replacement benefits within a 52-week period for Paid Family Leave from the State of New York. The duration of wage-replacement benefits will increase to 10 weeks in 2019 and then to 12 weeks in 2021.

#### **Eligible Employees:**

Employees must generally be employed with THE COMPANY for at least 26 consecutive weeks to be eligible for Paid Family Leave. Employees who work less than 20 hours per week must be employed for at least 175 days to be eligible.

#### **Employee Notice:**

When the need for family leave is foreseeable, employees must generally provide at least 30 days' notice to THE COMPANY. If the need for leave is not foreseeable, employees must notify THE COMPANY as soon as practical.

#### **Basic Leave Entitlement:**

Under the program, eligible employees may take leave and receive wage replacement benefits for the following reasons:

- To care for a family member with a serious health condition.
- To bond with the employee's child during the first 12 months after the child's birth or after the placement of the child for adoption or foster care; or
- Because of any qualifying exigency arising out of the fact that the spouse, domestic partner, child, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the armed forces of the United States.

Family member is defined as a child, parent, parent-in-law, grandparent, grandchild, spouse, or domestic partner.

Serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential health care facility, continuing treatment, or continuing supervision by a health care provider.

**Intermittent or Reduced Schedule Leave:**

Paid Family Leave for bonding purposes may be taken intermittently or on a reduced schedule and must be taken within twelve months of the birth, adoption, or placement of the child. Employees may also take intermittent or reduced schedule leave for a family member's serious health condition or for active-duty family leave. Employees should make a good faith effort to not unnecessarily disrupt Company operations while taking intermittent or reduced scheduled leave.

**Wage Replacement:**

Wage replacement is based on a percentage of the employee's average weekly wage. Employees may use accrued, available paid time off in order to supplement their pay during all or a portion of their leave. Contact Their supervisor to obtain the required forms to receive benefits.

**Job Restoration:**

Eligible employees returning from Paid Family Leave will generally be reinstated to the position they held before the start of the leave, or to a comparable position with comparable pay, benefits, and other terms and conditions of employment.

**Benefits Continuation:**

During the duration of Paid Family Leave, an employee's existing health benefits will be maintained as if the employee had continued to work.

**Relationship with Federal FMLA and Other Leave Policies:**

Where applicable, when an employee's leave qualifies under New York Paid Family Leave and the federal Family and Medical Leave Act ("FMLA"), the leave used counts against the employee's entitlement under both laws and must be taken concurrently. To the extent THE COMPANY offers the employee leave through another plan or policy, the plan or policy with the greatest protection will apply.

**Anti-Retaliation:**

THE COMPANY will not retaliate against an employee for requesting or using leave under this policy.

**Questions Regarding Paid Family Leave:**

Employees who are interested in any additional information about these benefits should contact Their supervisor.

**5.17 Paid Sick Leave (New York Employees)**

Employees who work in New York may be entitled to paid sick leave under state law.

**Basic Leave Entitlement:**

Eligible employees may use up to 40 hours of accrued sick leave per year for the following purposes:

- For the employee's, or their family member's, mental or physical illness, injury, or health condition.
- For the employees, or their family member's, diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, including preventative care.
- When the employee or their family member is a victim of domestic violence, a family offense, sexual offense, stalking, or human trafficking. Leave may be used to obtain services, participate in safety planning, relocate, meet with an attorney or social services provider, participate in civil or criminal proceedings, file a complaint with law enforcement, enroll their child in a new school, or take any other action to ensure their health and safety.

**Accrual and Carry Over:**

Beginning September 30, 2020, employees accrue paid sick leave at a rate of one hour for every 30 hours worked, up to 40 hours per year. Employees are generally entitled to carryover accrued, unused paid sick leave to the following year, but may not use more than 40 hours per year.

Employees may begin using accrued sick leave on January 1, 2022.

**Notice:**

If the need for leave is foreseeable, employees must provide 10 days' advance notice of their need for leave under this policy and the anticipated duration of the leave. Otherwise, employees must generally follow THE COMPANY's regular reporting procedures for unscheduled absences. When possible, employees should make a reasonable effort to schedule sick leave so it does not unduly disrupt THE COMPANY operations.

**Pay:**

The sick leave provided under this policy is paid. Employees will generally be paid the same rate of pay with the same benefits as they normally earn.

**Retaliation Prohibited:**

THE COMPANY will not retaliate against, or interfere with, employees exercising their rights under the law.

**Job reinstatement:**

Upon expiration of the leave, an employee will generally be reinstated to his or her position with equivalent seniority, benefits, pay, and other terms and conditions of employment.

**Unused Sick Leave at Termination:**

Unless an employer policy or collective bargaining agreement provides otherwise, employees are not entitled to payment of unused sick leave upon separation from employment.

**Relationship with Other Leave Policies:**

If a law, regulation, or policy provides for greater accrual or use of sick days, the law, regulation or policy with the greater protection may apply. For questions regarding the interplay between your entitlement to leave under other laws, regulations or policies and your entitlement to leave under this policy, please contact Their supervisor.

## 6. Employee Conduct

### 6.1 Standards of Conduct

THE COMPANY's rules and standards of conduct are essential to a productive work environment. As such, employees must familiarize themselves with, and be prepared to follow, THE COMPANY's rules and standards.

While not intended to be an all-inclusive list, the examples below represent behavior that is considered unacceptable in the workplace. Behaviors such as these, as well as other forms of misconduct, may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal/possession of property
- Falsification of timekeeping records
- Possession, distribution, sale, transfer, manufacture or use of illegal drugs in the workplace
- Fighting or threatening violence in the workplace
- Making maliciously false statements about co-workers
- Threatening, intimidating, coercing, or otherwise interfering with the job performance of fellow employees or visitors
- Negligence or improper conduct leading to damage of company-owned or customer-owned property
- Violation of safety or health rules
- Sexual or other unlawful or unwelcome harassment
- Excessive absenteeism
- Unauthorized use of telephones, computers, or other company-owned equipment on working time. Working time does *not* include break periods, meal times, or other specified periods during the workday when employees are not engaged in performing their work tasks.
- Unauthorized disclosure of any "business secrets" or other confidential or non-public proprietary information relating to THE COMPANY's products, services, customers or processes. *Wages and other conditions of employment are not considered to be confidential information.*

This policy is not intended to restrict an employee's right to discuss, or act together to improve, wages, benefits and working conditions with co-workers or in any way restrict employees' rights under the National Labor Relations Act.

Other forms of misconduct not listed above may also result in disciplinary action, up to and including termination of employment. If you have questions regarding THE COMPANY's standards of conduct, please direct them to your supervisor or Their supervisor.

### 6.2 Disciplinary Action

Disciplinary action at THE COMPANY is intended to fairly and impartially correct behavior and performance problems early on and to prevent reoccurrence.

Disciplinary action may involve any of the following: verbal warning, written warning, suspension with or without pay, and termination of employment, depending on the severity of the problem and the frequency of occurrence. THE COMPANY reserves the right to administer disciplinary action at its discretion and based upon the circumstances.

THE COMPANY recognizes that certain types of employee behavior are serious enough to justify termination of employment, without observing other disciplinary action first.

These violations include but are not limited to:

- Workplace violence
- Harassment
- Theft of any kind
- Insubordinate behavior
- Vandalism or destruction of company property
- Presence on company property during non-business hours
- Use of company equipment and/or company vehicles without prior authorization
- Indiscretion regarding personal work history, skills, or training
- Divulging THE COMPANY business practices or any other confidential information
- Any misrepresentation of THE COMPANY to a customer, a prospective customer, the general public, or an employee

### **6.3 Confidentiality**

THE COMPANY takes the protection of Confidential Information very seriously. "Confidential Information" includes, but is not limited to, computer processes, computer programs and codes, customer lists, customer preferences, customers' personal information, company financial data, marketing strategies, proprietary production processes, research and development strategies, pricing information, business and marketing plans, vendor information, software, databases, and information concerning the creation, acquisition or disposition of products and services.

Confidential Information also includes THE COMPANY's intellectual property and information that is not otherwise public. Intellectual property includes, but is not limited to, trade secrets, ideas, discoveries, writings, trademarks, and inventions developed through the course of your employment with THE COMPANY and as a direct result of your job responsibilities with THE COMPANY. *Wages and other conditions of employment are not considered to be Confidential Information.*

To protect such information, employees may not disclose any confidential or non-public proprietary information about THE COMPANY to any unauthorized individual. If you receive a request for Confidential Information, you should immediately refer the request to your supervisor.

The unauthorized disclosure of Confidential Information belonging to THE COMPANY, and not otherwise available to persons or companies outside of THE COMPANY, may result in disciplinary action, up to and including termination of employment. If you leave THE COMPANY, you may not disclose or misuse any Confidential Information.

This policy is not intended to restrict an employee's right to discuss, or act together to improve, wages, benefits and working conditions with co-workers or in any way restrict employees' rights under the National Labor Relations Act.

Questions regarding this policy should be directed to Their supervisor.

## **6.4 Workplace Violence**

THE COMPANY strictly prohibits workplace violence, including any act of intimidation, threat, harassment, physical violence, verbal abuse, aggression or coercion against a coworker, vendor, customer, or visitor.

Prohibited actions, include, but are not limited to the following examples:

- Physically injuring another person
- Threatening to injure another person
- Engaging in behavior that subjects another person to emotional distress
- Using obscene, abusive or threatening language or gestures
- Bringing an unauthorized firearm or other weapon onto company property
- Threatening to use or using a weapon while on company premises, on company-related business, or during job-related functions
- Intentionally damaging property

All threats or acts of violence should be reported immediately to your supervisor or security personnel. Employees should warn their supervisors or security personnel of any suspicious workplace activity that they observe or that appears problematic. Employee reports made pursuant to this policy will be investigated promptly and will be kept confidential to the maximum extent possible. THE COMPANY will not tolerate any form of retaliation against any employee for making a report under this policy.

THE COMPANY will take prompt remedial action, up to and including immediate termination, against any employee found to have engaged in threatening behavior or acts of violence.

## **6.5 Drug & Alcohol Use**

THE COMPANY is committed to maintaining a workplace free of substance abuse. No employee or individual who performs work for THE COMPANY is allowed to be impaired by alcohol or illegal drugs, as defined under federal and/or state law, on any property owned by or leased on behalf of THE COMPANY, or in any vehicle owned or leased on behalf of THE COMPANY or while on Company business.

The use of over-the-counter drugs and legally prescribed drugs is permitted as long as they are used in the manner for which they were prescribed and provided that such use does not hinder an employee's ability to safely perform their job. Employees should inform their supervisor if they believe their medication will impair their job performance, safety or the safety of others, or if they believe they need a reasonable accommodation when using such medication.

THE COMPANY will not tolerate employees who report for duty while impaired by the use of alcohol or drugs. All employees should report evidence of alcohol or drug abuse to their supervisor or Their supervisor immediately. In cases in which the use of alcohol or drugs creates an imminent threat to the safety of persons or property, employees are required to report the violation. Failure to do so may result in disciplinary action, up to and including termination of employment.

As a condition of your employment with THE COMPANY, employees must comply with this Drug & Alcohol Use

Policy. Be advised that no part of the Drug & Alcohol Use Policy shall be construed to alter or amend the at-will employment relationship between THE COMPANY and its employees.

Employees found in violation of this policy may be subject to disciplinary action, up to and including termination of employment.

## **6.6 Sexual & Other Unlawful Harassment**

THE COMPANY is committed to a work environment in which all individuals are treated with respect. THE COMPANY expressly prohibits discrimination and all forms of employee harassment based on race, color, religion, sex, pregnancy, national origin, age, disability, military or veteran status, or status in any group protected by state or local law.

Sexual harassment is a form of discrimination and is prohibited by law. For purposes of this policy sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment. Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

Sexual and unlawful harassment may include a range of behaviors and may involve individuals of the same or different gender. These behaviors include, but are not limited to:

- Unwanted sexual advances or requests for sexual favors.
- Sexual or derogatory jokes, comments, or innuendo
- Unwelcomed physical interaction
- Insulting or obscene comments or gestures
- Offensive email, voicemail, or text messages
- Suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons
- Making or threatening reprisals after a negative response to sexual advances
- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters
- Verbal sexual advances or propositions
- Physical conduct that includes touching, assaulting, or impeding or blocking movements
- Abusive or malicious conduct that a reasonable person would find hostile, offensive, and unrelated to THE COMPANY's legitimate business interests
- Any other visual, verbal, or physical conduct or behavior deemed inappropriate by THE COMPANY

Harassment on the basis of any other protected characteristic is also strictly prohibited.

### **Complaint Procedure:**

THE COMPANY strongly encourages the reporting of all instances of discrimination, harassment, or retaliation. If you



believe you have experienced or witnessed harassment or discrimination based on sex, race, national origin, disability, or another factor, promptly report the incident to your supervisor. If you believe it would be inappropriate to discuss the matter with your supervisor, you may bypass your supervisor and report it directly to:

Their supervisor

927 Evergreen Walk, Ocean Beach, NY

516-250-5409

Any reported allegations of harassment or discrimination will be investigated promptly, thoroughly, and impartially.

Any employee found to be engaged in any form of sexual or other unlawful harassment may be subject to disciplinary action, up to and including termination of employment.

**Retaliation Prohibited:**

THE COMPANY expressly prohibits retaliation against any individual who reports discrimination or harassment, or assists in investigating such charges. Any form of retaliation is considered a direct violation of this policy and, like discrimination or harassment itself, will be subject to disciplinary action, up to and including termination of employment.

**6.7 Telephone Usage**

THE COMPANY telephones are intended for the sole use of conducting company business. Personal use of THE COMPANY's telephones and individually owned cell phones during business hours should be kept to a minimum or for emergency purposes only. We ask that personal calls only be made or received outside of working hours, including during lunch or break time. Long distance phone calls which are not strictly business-related are expressly prohibited.

Any employee found in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

**6.8 Personal Property**

Employees should use their discretion when bringing personal property into the workplace. THE COMPANY assumes no risk for any loss or damage to personal property.

Additionally, employees may not possess or display any property that may be viewed as inappropriate or offensive on THE COMPANY premises.

**6.9 Use of Company Property**

Company property refers to anything owned by THE COMPANY: physical, electronic, intellectual, or otherwise. The use of company property is for business necessity only.

When materials or equipment are assigned to an employee for business, it is the employee's responsibility to see that the equipment is used properly and cared for properly. However, at all times, equipment assigned to the employee remains the property of THE COMPANY, and is subject to reassignment and/or use by THE COMPANY without prior notice or approval of the employee. This includes, but is not limited to, computer equipment and data stored thereon, voicemail, records, and employee files.

THE COMPANY has created specific guidelines regarding the use of company equipment. Below is a list of employee responsibilities and limitations with regards to company property.

**Personal use of company property:**

Company property is not permitted to be taken from the premises without proper written authority from company management.

**Company Tools:**

All necessary tools are furnished to employees in order to assist them in their required duties. Each employee is, in turn, responsible for these tools. Tools damaged or stolen as a result of an employee's negligence will, to the extent permitted by federal, state and local law, be charged to the employee.

**Care of Company Property:**

Office areas should be kept neat and orderly and all equipment should be well-maintained. The theft, misappropriation, or unauthorized removal, possession, or use of company property or equipment is expressly prohibited.

Any action in contradiction to the guidelines set herein may result in disciplinary action, up to and including termination of employment.

**6.10 Smoking**

THE COMPANY provides a smoke-free environment for its employees, customers, and visitors. Smoking, including the use of e-cigarettes and vaporizers, is prohibited throughout the workplace. We have adopted this policy because we have a sincere interest in the health of our employees and in maintaining pleasant working conditions.

**6.11 Visitors in the Workplace**

N/A

**6.12 Computer, Email & Internet Usage**

Computers, email, and the Internet allow THE COMPANY employees to be more productive. However, it is important that all employees use good business judgment when using THE COMPANY's electronic communications systems (ECS).

### **Standards of Conduct and ECS**

THE COMPANY strives to maintain a workplace free of discrimination and harassment. Therefore, THE COMPANY prohibits the use of THE COMPANY's ECS for bullying, harassing, discriminating, or engaging in other unlawful misconduct, in violation of THE COMPANY's policy against discrimination and harassment.

### **Copyright and other Intellectual Property**

Respect all copyright and other intellectual property laws. For THE COMPANY's protection as well as your own, it is critical that you show proper respect for the laws governing copyright, fair use of copyrighted material owned by others, trademarks and other intellectual property, including THE COMPANY's own copyrights, trademarks and brands. Employees are also responsible for ensuring that, when sending any material over the Internet, they have the appropriate distribution rights.

THE COMPANY purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, THE COMPANY does not have the right to reproduce such software for use on more than one computer. Employees may only use software according to the software license agreement. THE COMPANY prohibits the illegal duplication of software and its related documentation.

### **ECS Guidelines**

The following behaviors are examples of previously stated or additional actions and activities under this policy that are prohibited:

- Sending or posting discriminatory, harassing, or threatening messages or images about coworkers, supervisors or THE COMPANY that violate THE COMPANY's policy against discrimination and harassment.
- Stealing, using, or disclosing someone else's code or password without authorization.
- Pirating or downloading Company-owned software without permission.
- Sending or posting THE COMPANY's confidential material, trade secrets, or non-public proprietary information outside of THE COMPANY. *Wages and other conditions of employment are not considered confidential material.*
- Violating copyright laws and failing to observe licensing agreements.
- Participating in the viewing or exchange of pornography or obscene materials.
- Sending or posting messages that threaten, intimidate, coerce, or otherwise interfere with the job performance of fellow employees.
- Attempting to break into the computer system of another organization or person.
- Refusing to cooperate with a security investigation.
- Using the Internet for gambling or any illegal activities.
- Sending or posting messages that disparage another organization's products or services.
- Passing off personal views as representing those of THE COMPANY.

### **Privacy and Monitoring**

Computer hardware, software, email, Internet connections, and all other computer, data storage or ECS provided by THE COMPANY are the property of THE COMPANY. Employees have no right of personal privacy when using THE COMPANY's ECS. To ensure productivity of employees, compliance with this policy and with all applicable laws, including harassment and anti-discrimination laws, computer, email and Internet usage may be monitored.

This policy is not intended to restrict an employee's right to discuss, or act together to improve, wages, benefits and working conditions with co-workers or in any way restrict employees' rights under the National Labor Relations Act.

Violations of this policy may result in disciplinary action, up to and including termination of employment. Questions or concerns related this policy should be directed to your supervisor or Their supervisor.

### **6.13 Company Supplies**

Only authorized persons may purchase supplies in the name of THE COMPANY. No employee whose regular duties do not include purchasing shall incur any expense on behalf of THE COMPANY or bind THE COMPANY by any promise or representation without express written approval.

### **6.14 Sexual and Other Unlawful Harassment and Discrimination Prevention (New York Employees)**

THE COMPANY is committed to maintaining a workplace free from all forms of harassment and discrimination, \* including sexual harassment and discrimination. All employees are required to work in a manner that prevents harassment and discrimination in the workplace. Harassment and discrimination will not be tolerated. Any employee or individual covered by this policy who engages in harassment, discrimination or retaliation will be subject to remedial and/or disciplinary action, up to and including termination.

This policy is one component of THE COMPANY's commitment to a discrimination-free work environment. Harassment and discrimination are against the law, and all employees have a legal right to a workplace free from harassment and discrimination. Employees are urged to report sexual or other types of harassment or discrimination by filing a complaint internally with THE COMPANY. Employees can also file a complaint with a government agency or in court under federal, state, or local antidiscrimination laws.

\* While this policy focuses on sexual harassment, harassment because of and discrimination against workers based on age, race, creed, color, religion, national origin, sexual orientation (actual or perceived), military status, sex, pregnancy or pregnancy related conditions, gender identity, gender expression, self-identified or perceived sex, transgender status, disability, predisposing genetic characteristics or genetic information, marital status, criminal history, domestic violence victim status, or familial status, or any other protected class under applicable federal, state or local law, is strictly prohibited. In addition, in the State of New York, harassing or discriminating against an individual because of their known relationship or association with a member or members of any New York State Protected Class is also unlawful and therefore strictly prohibited by THE COMPANY.

### **What Is Sexual Harassment?**

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, gender identity, gender

expression, self-identified or perceived sex, and transgender status. Sexual harassment includes unwelcome conduct which is either of a sexual nature, or is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment, even if the complaining individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes but is not limited to words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements, or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, and which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment. Any harassing conduct, even a single incident, should be reported.

#### **Examples of Sexual Harassment:**

The following describes *some* of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical assaults of a sexual nature, such as: touching, pinching, patting, grabbing, brushing against another employee's body, or poking another employee's body; rape, sexual battery, molestation, or attempts to commit such assaults.
- Unwanted sexual advances or propositions, such as: requests for sexual favors accompanied by implied or overt threats concerning the victim's job performance evaluation, a promotion, or other job benefits or detriments; or subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to others' ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.

- Hostile actions taken against an individual because of their sex, sexual orientation, gender identity, or transgender status, such as: interfering with, destroying, or damaging a person's workstation, tools or equipment, or otherwise interfering with their ability to perform the job; sabotaging an individual's work; bullying, yelling, or name-calling.

### **Who Can Be a Target of Harassment?**

New York Law protects employees, paid or unpaid interns, and non-employees, including independent contractors, applicants for employment, and those employed by companies contracting to provide services in the workplace. \* Harassers can be a superior, a subordinate, a coworker, or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer, or visitor. Sexual harassment can occur between any individuals, regardless of their sex or gender.

\* While this policy applies to non-employees (such as independent contractors and persons conducting business with THE COMPANY as well as employees, this policy doesn't (and shouldn't be construed to) create an employment relationship with non-employees.

### **Where Can Harassment Occur?**

Unlawful harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at Company sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises or during non-working hours.

### **Anti-Retaliation:**

THE COMPANY will not tolerate retaliation against any person covered by this policy because they in good faith report an incident of suspected harassment or discrimination, provide information, or otherwise assist in any investigation of a harassment or discrimination complaint. Any employee of THE COMPANY who retaliates against anyone involved in a harassment or discrimination investigation will be subject to disciplinary action, up to and including termination.

### **What Is Retaliation?**

Unlawful retaliation can be any action that would keep a worker from coming forward to make or support a claim of sexual or other harassment or discrimination. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation. Retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- Made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;
- Testified or assisted in a proceeding involving harassment or discrimination under the Human Rights Law or other anti-discrimination law;
- Opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment or discrimination;
- Reported that another employee has been harassed or discriminated against; or
- Encouraged a fellow employee to report harassment or discrimination.

Even if the alleged harassment or discrimination does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges.

### **Reporting Harassment or Discrimination:**

Preventing harassment and discrimination is everyone's responsibility. THE COMPANY cannot prevent or remedy harassment or discrimination unless it knows about it. Any employee, paid or unpaid intern, or nonemployee who has been subjected to behavior that may constitute harassment or discrimination is encouraged to report such behavior to a supervisor, manager, or Their supervisor. Anyone who witnesses or becomes aware of potential instances of harassment or discrimination should report such behavior to a supervisor, manager, or Their supervisor.

Reports of harassment or discrimination may be made verbally or in writing. A form for submission of a written complaint is attached to this policy, and all employees are encouraged to use this complaint form. Employees who are reporting sexual or other harassment or discrimination on behalf of other employees should use the complaint form and note that it is on another employee's behalf.

### **Supervisory Responsibilities:**

All supervisors and managers who receive a complaint or information about suspected harassment or discrimination, observe what may be harassing or discriminatory behavior, or for any reason suspect that harassment or discrimination is occurring are required to report it to the Their supervisor. In addition to being subject to discipline if they engaged in misconduct themselves, supervisors and managers will be subject to discipline for failing to report suspected harassment or discrimination or otherwise knowingly allowing such misconduct to continue. Supervisors and managers will also be subject to discipline for engaging in any retaliation.

### **Investigations of Harassment or Discrimination:**

All complaints or information about suspected harassment or discrimination will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner, and will be confidential to the extent possible.

An investigation of any complaint, information, or knowledge of suspected sexual or other harassment or discrimination will be prompt and thorough, commenced immediately, and completed as soon as possible. All persons involved, including complainants, witnesses, and alleged harassers will be accorded due process to protect their rights to a fair and impartial investigation. Any employee may be required to cooperate as needed in an investigation of suspected harassment or discrimination. Employees who participate in any investigation will not be retaliated against.

While the process may vary from case to case, investigations should be done in accordance with the following steps:

- Upon receiving a complaint, their supervisor will conduct an immediate review of the allegations, and take any interim actions (such as instructing the respondent to refrain from communications with the complainant), as appropriate. If the complaint is oral, their supervisor will ask the individual to complete the "Complaint Form" in writing. If they refuse, their supervisor will prepare a Complaint Form based on the oral reporting.

- If documents, emails, or phone records are relevant to the allegations, their supervisor or investigator will take steps to obtain and preserve them.
- Their supervisor or investigator will request and review all relevant documents, including all electronic communications.
- Their supervisor or investigator will interview all parties involved, including any relevant witnesses.
- Their supervisor or investigator will create a written documentation of the investigation with:
  - A list of all documents reviewed, along with a detailed summary of relevant documents;
  - A list of names of those interviewed, along with a detailed summary of their statements;
  - A timeline of events;
  - A summary of prior relevant incidents, reported or unreported; and
  - The basis for the decision and final resolution of the complaint, together with any corrective action(s).

Following the investigation, Their supervisor will:

- Keep the written documentation and associated documents in a secure and confidential location;
- Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document;
- Inform the individual who reported of the right to file a complaint or charge externally as outlined in the next section.

#### **Legal Protections and External Remedies:**

Sexual and other harassment and discrimination are not only prohibited by THE COMPANY but is also prohibited by state, federal, and, where applicable, local law. Aside from the internal process at THE COMPANY, employees may also choose to pursue legal remedies with the following governmental entities.

While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney. In addition to those outlined below, employees in certain industries may have additional legal protections.

#### **New York State Division of Human Rights (DHR):**

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual or other harassment and discrimination, and protects employees, paid or unpaid interns, and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the misconduct. If an individual did not file at DHR, they can sue directly in state court under the HRL within three years of the alleged harassment or discrimination. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to THE COMPANY does not extend your time to file with DHR or in court. The one year or three years is counted from the date of the most recent incident of harassment or discrimination. You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate your complaint and



determine whether there is probable cause to believe that harassment or discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If misconduct is found after a hearing, DHR has the power to award relief, which varies but may include requiring the employer to take action to stop the misconduct or redress the damage caused, including paying monetary damages, attorney's fees, and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400, [www.dhr.ny.gov](http://www.dhr.ny.gov)

Contact DHR at (888) 392-3644 or visit [dhr.ny.gov/complaint](http://dhr.ny.gov/complaint) for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized, and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

#### United States Equal Employment Opportunity Commission (EEOC):

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment or discrimination. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, employers must have at least 15 employees to come within the EEOC's jurisdiction. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at [www.eeoc.gov](http://www.eeoc.gov) or via email at [info@eeoc.gov](mailto:info@eeoc.gov).

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

#### Local Protections:

Many localities enforce laws protecting individuals from sexual or other harassment and discrimination. An individual should contact the county, city, or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit [www.nyc.gov/html/cchr/html/home/home.shtml](http://www.nyc.gov/html/cchr/html/home/home.shtml).

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

THE COMPANY

**Complaint Form for Reporting Harassment or Discrimination:**

New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form for employees to report alleged incidents of sexual harassment. If you believe that you have been subjected to sexual harassment or any other type of harassment or discrimination, you are encouraged to complete this form and submit it to the Their supervisor. You will not be retaliated against for filing a complaint.

If you are more comfortable reporting orally or in another manner, THE COMPANY will complete this form, provide you with a copy, and follow our harassment and discrimination prevention policy by investigating the claims as outlined at the end of this form.

For additional resources, visit: [ny.gov/programs/combating-sexual-harassment-workplace](http://ny.gov/programs/combating-sexual-harassment-workplace)

**COMPLAINANT INFORMATION**

Name:

Work Address:

Work Phone:

Job Title:

Email:

Select Preferred Communication Method: (please select one): Email Phone In person

**SUPERVISOR INFORMATION**

Immediate Supervisor's Name:

Title:

Work Phone:

Work Address:

**COMPLAINT INFORMATION**

1. Your complaint of Harassment/Discrimination is made about:

Name:

Title:

Work Address:

Work Phone

Relationship to you: Supervisor Subordinate Co-Worker Other

2. Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3. Date(s) harassment/discrimination occurred:

Is the harassment/discrimination continuing? Yes No

4. Please list the name and contact information of any witnesses or individuals that may have information related to your complaint:

The last question is optional, but may help facilitate the investigation.

5. Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?

If you have retained legal counsel and would like us to work with them, please provide their contact information.

I request that THE COMPANY investigate this complaint of harassment/discrimination in a timely and confidential manner to the extent possible, and advise me of the results of the investigation.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **7. Timekeeping & Payroll**

### **7.1 Attendance & Punctuality**

Absenteeism and tardiness place an undue burden on other employees and on THE COMPANY. THE COMPANY expects regular attendance and punctuality from all employees. This means being in the workplace, ready to work, at your scheduled start time each day and completing your entire shift. Employees are also expected to return from scheduled meal and break periods on time.

All time off must be requested. If an employee is unexpectedly unable to report for work for any reason, he or she must directly notify their supervisor as early as possible, and preferably prior to their scheduled starting time. It is not acceptable to leave a voicemail message with a supervisor, except in extreme emergencies. In cases that warrant leaving a voicemail message or when an employee's direct supervisor is unavailable, a follow-up call must be made later that day.

If an illness or emergency occurs during work hours, employees should notify their supervisor as soon as possible.

Employees, who are going to be absent for more than one day, should contact their supervisor on each day of their absence. THE COMPANY reserves the right to ask for a physician's statement in the event of a long-term illness (three consecutive days), or multiple illnesses or injuries.

If an employee fails to notify their supervisor after three consecutive days of absence, THE COMPANY will presume that the employee has voluntarily resigned. THE COMPANY will review any extenuating circumstances that may have prevented him or her from calling in before the employee is removed from payroll.

Should undue or recurrent absence and tardiness become apparent, the employee will be subject to disciplinary action, up to and including termination of employment.

This policy is not intended to restrict an employee's right to discuss, or act together to improve, wages, benefits and working conditions with co-workers or in any way restrict employees' rights under the National Labor Relations Act.

### **7.2 Timekeeping**

It is THE COMPANY's policy to comply with applicable laws that require records to be maintained of the hours worked by our employees. Every employee is responsible for accurately recording time worked.

In addition to recording arrival and departure time, non-exempt employees are required to accurately record the start and end of each meal period as well as any departure for non-work-related reasons. Any errors in time records, must be immediately reported to your supervisor.

Absent prior authorization, non-exempt employees are not permitted to start work until their scheduled starting time or work past their scheduled ending time.

THE COMPANY strictly prohibits non-exempt employees from working off the clock for any reason. All time spent working must be logged and accounted for; this includes time spent using electronic devices for work-related purposes.

Vacation days, sick days, holidays, and absences for jury duty, funeral leave or military training must be specifically recorded by all employees.

It is the responsibility of all employees to submit and approve their time records each week.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action up to and including termination of employment.

### **7.3 Paydays**

THE COMPANY employees are paid on a Bi-weekly basis. If a regularly scheduled payday falls on a holiday, employees will be paid on the day preceding the holiday, unless otherwise required by state law.

Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Paychecks may also be mailed to the employee's listed address or, upon advance written authorization, deposited directly into an employee's bank account. Employees who elect payment through direct deposit will receive an itemized statement of wages when THE COMPANY makes direct deposits.

In the event of employee termination, the employee will receive their accrued pay in accordance with applicable federal, state and local laws.

### **7.4 Payroll Deductions**

THE COMPANY makes deductions from employee pay only in circumstances permitted by applicable law. This includes, but is not limited to, mandatory deductions for income tax withholding and Social Security and Medicare contributions as well as voluntary deductions for health insurance premiums and other related contributions.

If you believe that an improper deduction has been made from your pay, raise the issue with Their supervisor immediately. THE COMPANY will promptly investigate. If the investigation reveals that you were subjected to an improper deduction from pay, you will be reimbursed promptly.

Again, Management is pleased that you have decided to join our team. If you have any questions regarding information in this Employee Handbook, please do not hesitate to speak with your manager or their supervisor.