

## INTRODUCTION

Welcome to Clinical Staffing Resources (the “Company”). This Employee Manual (“Manual”) has been designed to help acquaint employees with the basic employment policies and practices that we follow. This Manual includes general outlines of employment policies, benefits, and rules applicable to employees. You should become familiar with the Manual and refer to it whenever you have questions about policies or benefits. You should also feel free to ask Laura J. White or your direct supervisor any questions you may have about our practices. You must keep your Manual in a convenient place so that you may add any revisions and/or additions as they occur, and so that you can refer to it whenever you have any questions. It is your responsibility to keep your Manual up to date.

In case of a discrepancy between the contents of this Manual and the written policies or benefit plan documents of the Company, the policy and/or plan documents will govern. Please note, additional information and policies can be obtained from Laura J. White.

These policies and procedures should be regarded as internal guidelines. Policies cannot anticipate every situation or cover every possible circumstance. They are not intended to be, and do not represent, a promise or a contract between you and the Company. They do not give rise to legal rights, and are subject to change by management at any time.

The Company reserves the right to revoke, change, or supplement its policies, procedures, and benefits at any time without prior notice. This Manual supersedes all previous employee manuals, as well as all previously expressed policies, procedures, or statements of benefits (whether or not in writing) to the extent they are inconsistent with this Manual.

### **Employment At Will**

Employment at the Company is voluntarily entered into for no specific term or period of time. The Company has the absolute right to terminate employees at any time, with or without cause, and with or without notice, in its sole discretion. Similarly, employees are free to resign at any time.

In the event that you cease working for the Company for six months or more, your employment will be deemed to have been terminated on the last day you worked for the Company. If you choose to reapply to the Company after termination, you will be treated as a potential new hire for all purposes, including benefits, to the maximum extent permitted by law.

The Company’s relationship with its employees is one of voluntary employment “**at will.**” Neither these policies nor any other Company document confers any contractual right, either expressed or implied, to remain in the Company’s employ or places any limitation on the Company’s right to terminate the employment relationship. Employment for a specific term cannot be guaranteed or promised except pursuant to a specific signed written agreement between the employee and the Company.

## **Equal Employment Opportunity**

It is the policy of the Company to provide equal employment opportunity for all qualified persons and to prohibit discrimination against any employee or applicant because of race, creed, color, disability, national origin, religion, sex, sexual orientation, gender, gender identity, gender expression, reproductive health decisions, age, or any other characteristic protected by law.

The Company will make reasonable accommodations as required by law for qualified individuals with known disabilities or sincerely held religious beliefs that conflict with a work requirement unless doing so would result in undue hardship. This policy governs all aspects of employment, including, but not limited to, recruitment, hiring, compensation, training, promotion, upgrading, demotion, downgrading, transfer, layoff, discipline and termination.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or Laura J. White. However, if you are subjected to any conduct that you believe violates this policy, you must comply with the Complaint Procedure detailed below in the Policy Prohibiting Workplace Harassment. The Company strictly prohibits any form of discipline, reprisal, intimidation or retaliation against any employee for good faith complaints made pursuant to this policy. Anyone found to be engaging in any type of unlawful discrimination or retaliation will be subject to disciplinary action, up to and including termination of employment.

## **Anti-Discrimination Policy Concerning Payment of Wages**

The Company does not discriminate in the payment of wages on the basis of an employee's race, creed, color, disability, national origin, religion, sex, sexual orientation, gender, gender identity, gender expression, reproductive health decisions, age, or any other characteristic protected by law. In the event that you believe that you have been discriminated against in your compensation, you should immediately notify Laura J. White.

## **Policy Prohibiting Sexual Harassment**

### **Introduction**

The Company is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. All employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of the Company's commitment to a discrimination-free work environment. Sexual harassment is against the law<sup>1</sup> and all employees have a legal right to a workplace free from sexual harassment and employees are urged to report sexual harassment by filing a complaint

---

<sup>1</sup> While this policy specifically addresses sexual harassment, harassment because of and discrimination against persons of all protected classes is prohibited. In New York State, such classes include age, race, creed, color, national origin, sexual orientation, military status, sex, disability, marital status, domestic violence victim status, gender identity and criminal history.

internally with the Company. Employees can also file a complaint with a government agency or in court under federal, state or local antidiscrimination laws.

Policy:

1. The Company's policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business, regardless of immigration status, with the Company. In the remainder of this document, the term "employees" refers to this collective group.
2. Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action (e.g., counseling, suspension, termination).
3. Retaliation Prohibition: No person covered by this Policy shall be subject to adverse action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in any investigation of a sexual harassment complaint. The Company will not tolerate such retaliation against anyone who, in good faith, reports or provides information about suspected sexual harassment. Any employee of the Company who retaliates against anyone involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. All employees, paid or unpaid interns, or non-employees<sup>2</sup> working in the workplace who believe they have been subject to such retaliation should inform a supervisor, manager, or Laura J. White (631-282-8500). All employees, paid or unpaid interns or non-employees who believe they have been a target of such retaliation may also seek relief in other available forums, as explained below in the section on Legal Protections.
4. Sexual harassment is offensive, is a violation of our policies, is unlawful, and may subject the Company to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability. Employees of every level who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who allow such behavior to continue, will be penalized for such misconduct.
5. The Company will conduct a prompt and thorough investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. The Company will keep the investigation confidential to the extent possible. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.

---

<sup>2</sup> A non-employee is someone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in the workplace. Protected non-employees include persons commonly referred to as independent contractors, "gig" workers and temporary workers. Also included are persons providing equipment repair, cleaning services or any other services provided pursuant to a contract with the employer.

6. All employees are encouraged to report any harassment or behaviors that violate this policy. The Company will provide all employees a complaint form for employees to report harassment and file complaints.
7. Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to Laura J. White (631-282-8500).
8. This policy applies to all employees, paid or unpaid interns, and non-employees and all must follow and uphold this policy. This policy must be provided to all employees and should be posted prominently in all work locations to the extent practicable (for example, in a main office, not an offsite work location) and be provided to employees upon hiring.

### **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, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which 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 reporting 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 is 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, 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. This is also called “quid pro quo” harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

### **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 acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
  - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
  - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or 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 other people's 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 that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
  - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - Sabotaging an individual's work;
  - Bullying, yelling, name-calling.

## **Who can be a target of Sexual Harassment?**

Sexual harassment can occur between any individuals, regardless of their sex or gender. New York Law protects employees, paid or unpaid interns, and non-employees, including independent contractors, 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.

## **Where can Sexual Harassment occur?**

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer 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, on personal devices or during non-work hours.

## **Retaliation**

Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Such 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 sexual harassment, either internally or with any anti-discrimination agency;
- testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- reported that another employee has been sexually harassed; or
- encouraged a fellow employee to report harassment.

Even if the alleged harassment 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 of harassment.

## **Reporting Sexual Harassment**

**Preventing sexual harassment is everyone's responsibility.** The Company cannot prevent or remedy sexual harassment unless it knows about it. Any employee, paid or unpaid intern or non-employee who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, manager, or Laura J. White (631-282-8500). Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager, or Laura J. White (631-282-8500).

Reports of sexual harassment 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 harassment on behalf of other employees should use the complaint form and note that it is on another employee's behalf.

Employees, paid or unpaid interns or non-employees who believe they have been a target of sexual harassment may also seek assistance in other available forums, as explained below in the section on Legal Protections.

### **Supervisory Responsibilities**

All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, **are required** to report such suspected sexual harassment to Laura J. White (631-282-8500).

In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

### **Complaint and Investigation of Sexual Harassment**

**All** complaints or information about sexual harassment 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 harassment will be prompt and thorough, commenced immediately and completed as soon as possible. The investigation will be kept confidential to the extent possible. All persons involved, including complainants, witnesses and alleged harassers will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. The Company will not tolerate retaliation against employees who file complaints, support another's complaint or participate in an investigation regarding a violation of this policy.

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

- Upon receipt of complaint, Laura J. White will conduct an immediate review of the allegations, and take any interim actions (e.g., instructing the respondent to refrain from communications with the complainant), as appropriate. If complaint is verbal, encourage the individual to complete the "Complaint Form" in writing. If he or she refuses, prepare a Complaint Form based on the verbal reporting.
- If documents, emails or phone records are relevant to the investigation, take steps to obtain and preserve them.
- Request and review all relevant documents, including all electronic communications.
- Interview all parties involved, including any relevant witnesses;
- Create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
  - 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).
- 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 harassment is 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.

### State Human Rights Law (HRL)

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 harassment, 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 the Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints with DHR may be filed any time **within three years** of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, **within three years** of the alleged sexual harassment. 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 three years is counted from date of the most recent incident of harassment.

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 sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of 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. You may call (718) 741-8400 or visit: [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.

Employees may also call the statewide, toll-free, confidential New York State hotline to receive free legal counseling regarding any complaint of workplace sexual harassment or to submit a complaint regarding sexual harassment. The New York state hotline number is as follows: 1-800-427-2773.

### **Civil Rights Act of 1964**

The United States Equal Employment Opportunity Commission (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. 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, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work 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 (TTY: 1-800-669-6820), 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 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).

### **Contact the Local Police Department**

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.

## **Policy Against Other Forms of Workplace Harassment**

The Company also is committed to maintaining a workplace free from other form of harassment, such as harassment based on an employee's race, creed, color, disability, national origin, religion, sex, sexual orientation, gender, gender identity, gender expression, reproductive health decisions, age, or any other characteristic protected by law. Such harassment violates the law, is a form of workplace discrimination and is strictly prohibited. The Company has a zero-tolerance policy for any form of harassment, sexual or otherwise, and all employees are required to work in a manner that prevents harassment in the workplace. This policy applies to all persons involved in the operation of the Company and prohibits unlawful harassment by all employees, including management. This policy is one component of the Company's commitment to a discrimination-free work environment.

The following are examples of conduct constituting harassment, other than sexual harassment, and will not be tolerated:

- (i) Use of ethnic slurs or racial epithets;
- (ii) Telling jokes that may be construed as harassment of others based on their race, creed, color, disability, national origin, religion, sex, sexual orientation, gender, gender identity, gender expression, reproductive health decisions, age, or any other characteristic protected by law;
- (iii) The display or transmission of cartoons or other images (including images displayed on personal phones, tablets, computers, etc.) that may be construed as harassment of others based on their race, creed, color, disability, national origin, religion, sex, sexual orientation, gender, gender identity, gender expression, reproductive health decisions, age, or any other characteristic protected by law.

Any employee who finds another person's behavior to be offensive and who is comfortable doing so may directly inform such other person that such conduct is offensive and that it must stop. In any event, employees are required to use the Complaint Procedure set forth below.

## **Anti-Discrimination Based on Reproductive Health Decision-Making**

The Company prohibits discrimination based on an employee's reproductive health decision-making, including but not limited to, the decision to use, or access a particular drug, device or medical service. The Company will not: (i) access an employee's personal information regarding the employee's reproductive health decisions, without the employee's prior written consent; (ii) discriminate or take retaliatory action against an employee with respect to an employee's reproductive health decisions; or (iii) require an employee to sign a waiver or other document that purports to deny an employee's right to make their own reproductive health decisions.

If an employee feels they have been discriminated against based upon their reproductive health decision-making, they may follow the complaint procedure outlined below, file a complaint with the New York State Division of Human Rights, or bring a civil action.

## **Complaints**

Any employee who is subjected to any conduct that he or she believes violates this Policy Prohibiting Other Forms of Workplace Harassment or the Company's Equal Employment Opportunity policy, or witnesses any such conduct, must promptly comply with the procedure outlined below. The employee's complaint should be as detailed as possible, including the names of all individuals involved and any witnesses. The Company will directly and thoroughly investigate the facts and circumstances of all claims of perceived discrimination and/or harassment and will take prompt corrective action, if appropriate. Violators of this policy will be subject to disciplinary action including, but not limited to, suspension, termination of employment and/or requiring the accused to seek counseling.

Any employee who believes that they have been harassed or discriminated against in violation of this policy by any supervisor, management official, other employee, or any other person in connection with employment with the Company should follow the procedures outlined below without fear of retaliation.

## **Complaint Procedure**

(a) An employee who believes that they have been subject to discrimination or harassment under this Policy should report the incident immediately to the employee's supervisor, or Laura J. White, who will assist and/or arrange for an investigation of the complaint. Any reported allegations of discrimination or harassment will be investigated promptly.

The investigation may include individual interviews with the people involved and where necessary, with individuals who may have observed the alleged conduct or may have relevant information. Under no circumstances shall the person responsible for the alleged violation/conduct participate in conducting the investigation. The question of whether a particular action or incident is prohibited requires a determination based on all of the facts available in the matter. It is incumbent upon the person investigating the complaint to ensure that the alleged incident and the investigatory process are appropriately documented.

(b) Upon completion of the investigation, the matter will be reviewed and a decision will be made regarding appropriate discipline, if any, for the responsible individual and, if appropriate, redress for the aggrieved employee. It is the Company's goal to reach the decision as promptly as possible.

(c) Once a decision or decisions have been made in accordance with paragraph (b) above, they will be communicated to the aggrieved employee and the responsible individual.

## **Confidentiality**

The Company will determine on a case by case basis whether and to what extent confidentiality will be maintained throughout the investigatory process. All records and data assembled in connection with the investigation of the complaint shall be kept separate and apart from the relevant individuals' personnel files. Any record of disciplinary action resulting from a complaint of discrimination or harassment may be included in the personnel file of the disciplined employee.

## **Protection Against Retaliation**

Retaliation against an individual for reporting harassment or assisting in providing information relevant to a claim of discrimination or harassment is strictly prohibited and is a serious violation of this policy and will be treated with the same strict discipline as would the discrimination or harassment itself. Acts of retaliation should be reported immediately and will be promptly investigated.

## **False and Malicious Accusations**

Knowingly false or malicious complaints of discrimination or harassment, as opposed to complaints which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action up to and including termination of employment.

## **Fraternization**

Notwithstanding the camaraderie that we encourage, the Company frowns upon consenting romantic and/or sexual relationships among employees (particularly among executives, supervisory or management personnel and other employees). It should be recognized that such relationships, particularly where there is a difference in power between the persons involved, might threaten to erode the general confidence of the staff in the fair application of employment policies to all personnel.

## **INTERNAL POLICIES OF THE COMPANY**

### **Workweek/Attendance**

Your normal working hours will be set by the Company based upon its needs and your job functions. In addition, employees may also be required to work on nights and weekends as a requirement of their jobs.

The Company's success is dependent on the daily contributions of our employees. Punctuality and attendance are essential requirements of your job. It is expected that all employees report to work daily, be on time and be working, in accordance with their designated hours.

While the Company recognizes that absence and tardiness is sometimes unavoidable, absenteeism and habitual tardiness is expensive, disruptive and places an unfair burden on co-workers.

Employees who are habitually late or leave early will be subject to discipline up to and including termination of employment. In addition to the imposition of discipline, where appropriate, in the event that a non-exempt employee is 15 or more minutes late for work, his or her pay will be docked for that lateness.

### **Timekeeping Procedures**

The Company is required to keep accurate records of the time worked by non-exempt employees. Each employee must record all time worked on the appropriate time sheet or time clock, including the time that they start and end work each day. Employees must also record their lunch period each day. Time records will be regularly reviewed and approved by the Company.

Employees are not permitted to clock in and out for any other employee. If you fail to clock in or out, or there is any other error in your time record, you must notify Laura J. White immediately. Your failure to strictly comply with these timekeeping requirements may result in disciplinary action, up to and including termination of employment.

### **Meal Period**

You are required to take a daily 30-minute unpaid lunch break between the hours of 12:00-2:00 pm. Employee meal periods will be staggered by your supervisor to ensure adequate coverage for the office. Your supervisor will inform you of the time of your meal break. You must clock in and out for your lunch period on your time records. An employee may not work through lunch unless for an exceptional circumstance that is authorized in advance by the employee's supervisor. Depending on an employee's working hours, additional unpaid meal break periods may be scheduled as required by law.

## **Overtime**

If you are not exempt from the Fair Labor Standards Act (a non-exempt employee), you are eligible for overtime pay at one and one-half times your regular hourly rate when you work more than forty (40) hours in a regular workweek. Overtime pay is based on actual hours worked. Paid absences (e.g. sick time) will not be considered as time worked for purposes of calculating overtime.

The prior approval of your supervisor is required for you to work overtime. The failure to obtain approval prior to working overtime may lead to disciplinary action, up to and including termination of employment.

## **Pay Policy**

Employees are paid weekly on Friday. The pay period for the paycheck will be the preceding Sunday to Saturday. When the payday falls on a holiday, you will generally be paid on the working day before the holiday. All employees may opt for their paycheck to be direct deposited into a designated account.

## **Improper Deductions from Pay**

The Company is committed to complying with applicable regulations that prohibit improper pay deductions. However, if you feel that a deduction has improperly been made from your pay, please notify Laura J. White immediately. The Company will investigate the circumstances surrounding the deduction. If the Company determines that an employee's pay was reduced in violation of this policy, the Company will reimburse the employee for amounts improperly deducted and will take the necessary steps to prevent such an occurrence in the future.

## **Company Property**

All Company property, including desks and file drawers, is subject to being searched and the contents held by Company personnel upon reasonable suspicion of misconduct. Theft of any funds or property in any form or fashion will result in immediate termination of employment. The Company reserves the right to investigate any circumstances, including suspected theft of any form or matter, any accident or any other matter deemed appropriate by the Company using any lawful investigative procedures.

Employees are discouraged from bringing personal items to work. The Company may, from time to time, search and/or require employees to allow searches of parcels, bags and/or other personal items brought onto Company property.

All Company property must be returned to the Company upon separation from employment. You may be asked to sign a document confirming that you have returned all Company property upon your termination.

### **No Smoking/Vaping Policy**

The Company's facility and job locations are non-smoking. This policy includes the use of electronic nicotine delivery systems, including but not limited to e-cigarettes, e-cigars, e-hookahs and e-pipes. Employees are not permitted to smoke or vape in or around the Company's office or at job sites.

### **Alcohol & Drug Abuse Policy**

The Company is committed to providing a safe, healthy, and productive workplace that is free from alcohol, unlawful drugs, and lawful drugs that may impair an employee's ability to perform the essential functions of the job effectively and in a safe manner. This policy applies to employees while on the Company's premises (either on or off duty), performing work on behalf of the Company, and while operating Company-provided vehicles. Employees that work while under the influence of drugs or alcohol pose a safety risk to themselves and others with whom they work. For these reasons, employees may not come to work under the influence of alcohol, illegal drugs, or legal drugs that may impair an employee's ability to perform the employee's job functions.

In furtherance of this commitment, the Company maintains a policy in which job applicants and current employees may be requested or required to submit to drug and alcohol testing in certain situations. This policy is intended to comply with applicable laws regarding drug and alcohol testing and current and prospective employee privacy rights.

### **Pre-Employment Testing**

Job applicants may be subject to drug and alcohol testing consistent with applicable law. Offers of employment with the Company may be conditioned on the applicant submitting to and successfully completing and passing a drug and alcohol test in accordance with applicable laws and the testing procedures described in this policy.

### **Testing Based on Reasonable Suspicion**

Employees may be asked to submit to a drug and alcohol test if an employee's supervisor or other person in authority has a reasonable suspicion, based on objective factors such as the employee's appearance, speech, behavior, or other conduct and facts, that the employee possesses or is under the influence of drugs, or alcohol, or both. Employees who take over-the-counter medication or other lawful medication that can be legally prescribed should inform Laura J. White if they believe the medication will impair their job performance, safety, or the safety of others, or if they believe they need a reasonable accommodation, prior to reporting to work while under the influence of that medication. For more information on how to request a reasonable accommodation, please contact Laura J. White.



### Periodic/Random Testing

Employees in safety or security-sensitive positions, or who drive Company vehicles as part of their job duties, may be subject to random and or periodic drug and alcohol testing, as determined in the sole discretion of the Company.

### Post-Incident Testing

Employees involved in any work-related accident, or any incident involving the violation of any safety or security procedures, may be required to submit to drug and alcohol testing in the discretion of the Company. This applies even if the incident did not result in injury to any person or any property damage.

### Testing Procedures

All drug and alcohol testing under this policy will be conducted in accordance with all applicable laws by an independent testing facility licensed by the state, which will obtain the individual's written consent prior to testing. The Company will pay for the full cost of the test. Employees will be compensated at their regular rate of pay for time spent submitting to a drug and alcohol test required by the Company. Employees suspected of working while under the influence of drugs or alcohol may be suspended with or without pay (as determined in the Company's discretion) until the Company receives the results of a drug and alcohol test from the testing facility and any other information the Company may require to make an appropriate determination.

### Confidentiality

All records relating to an employee or applicant's drug and alcohol test results will be kept confidential and maintained separately from the individual's personnel file.

### Consequences of a Positive Test

Subject to all applicable laws and regulations, employees who test positive may be subject to discipline, up to and including immediate termination of employment. Job applicants who test positive may have their conditional job offers withdrawn, subject to applicable law.

### Consequences for Refusing to Submit to Testing or Failing to Complete the Test

Employees who refuse to submit to testing as required by the Company or who fail to complete the test, will be subject to discipline, up to and including immediate termination of employment. Job applicants who refuse to submit to drug and alcohol testing will be deemed to have withdrawn themselves from the application process and will no longer be considered for employment at the Company.

### Administration of this Policy

If you have any questions regarding this policy or if you have questions about drug testing in the workplace, please contact Laura J. White.

### **Personnel Records**

Employees should promptly notify Laura J. White of any changes in address, telephone number, marital status or number of dependents, or any other changes that may affect an employee's benefits or withholdings, and if necessary, complete a new W-4 form.

## **BENEFITS**

### **Sick Leave**

Under New York's Paid Sick Leave Law and New York City's Earned Safe and Sick Time Act, and any other applicable law concerning paid time off, employees have a right to paid safe and sick time.

Acceptable reasons to use sick leave include:

- An employee's or employee's family member's mental or physical illness, injury, or health condition, regardless of whether such illness, injury, or health condition has been diagnosed or requires medical care at the time that the employee requests the sick leave;
- The employee's or employee's family member's diagnosis, care, or treatment of a mental or physical illness, injury or health condition, or for preventive care;
- An employee's or employee's family member's need for preventative medical care;
- Closure of employee's place of business by order of a public official due to a public health emergency; or
- An absence from work due to any of the following reasons when the employee or employee's family member has been the victim of domestic violence, a family offense, sexual offense, stalking, or human trafficking:
  - to obtain services from a domestic violence shelter, rape crisis center, or other services program;
  - to participate in safety planning, to relocate temporarily or permanently, or to take other actions to increase the safety of the employee or employee's family members;
  - to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in, any criminal or civil proceeding;
  - to file a complaint or domestic incident report with law enforcement;
  - to meet with a district attorney's office;
  - to enroll children in a new school; or
  - to take any other actions necessary to ensure the health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

The law recognizes the following individuals as family members:

- Any individual whose close association with the employee is equivalent of a family member;
- Child (biological, adopted, or foster child; legal ward; child of an employee standing in *loco parentis*);
- Grandchild;
- Spouse;

- Domestic Partner;
- Parent;
- Grandparent;
- Child or Parent of an employee's spouse or domestic partner;
- Sibling (including a half, adopted, or step sibling);
- Any individual related by blood to the employee.

All employees shall accrue sick days at the rate of one hour of sick time for every 30 hours worked, to a maximum of 56 hours per year.

Employees may use leave in increments of 4 hours.

If the need for safe and sick leave is foreseeable, employees are required to provide 7 days advance notice of their intention to use safe or sick leave. If the leave is unforeseeable, you must give notice as soon as practicable. Please see your direct supervisor or Laura J. White for notification forms.

The Company may require documentation if an employee uses more than 3 consecutive workdays as safe or sick leave. In verifying the use of safe or sick leave, an employee will **not** be required to have a health care provider specify the medical reason for sick leave, or require safe leave documentation to specify the details of any act or threat of domestic violence or unwanted sexual contact, stalking or human trafficking. Disclosure may be required by other laws. Please see Laura J. White for verification forms.

Employees in New York City have the right to file a complaint for a violation of the Sick and Safe Leave law with the Department of Consumer Affairs ("DCA"). To obtain a complaint form, go online to [nyc.gov/paidsickleave](http://nyc.gov/paidsickleave) or contact 311 (212-NEW-YORK outside NYC). DCA will conduct an investigation to try to resolve an employee complaint. DCA will keep an employee's identity confidential unless disclosure is necessary to conduct the investigation, resolve a complaint, or is required by law.

The Company prohibits retaliation against any employee for:

- Requesting and using safe and sick leave.
- Filing a complaint for alleged violations of the law with DCA.
- Communicating with any person, including coworkers, about any violation of the law.
- Participating in a court proceeding regarding an alleged violation of the law.
- Informing another person of that person's potential rights.

Retaliation includes any threat, discipline, discharge, demotion, suspension, or reduction of hours, or any other adverse employment action against an employee for exercising or attempting to exercise any right guaranteed under this law.

In the event that you cease working for the Company for six months or more, your employment will be deemed to have been terminated on the last day you worked for the

Company. If you choose to reapply for work at the Company after termination, you will be treated as a potential new hire for all purposes, including benefits, to the maximum extent permitted by law.

Unused sick time will be carried over into the next year. However, employees may **not** use more than 56 hours of sick time in a year. Employees will **not** be paid for accrued, unused sick time at year-end or at termination (whether voluntary or involuntary).

Employees are not provided with any other voluntary leave benefit (i.e., vacation or personal leave).

### **Family and Medical Leave Act (“FMLA”)**

**Leave Entitlement.** Eligible employees may request up to 12 weeks of unpaid leave in a 12-month period for any of the following reasons:

- Birth of the employee’s child or placement of a child into the employee’s family by adoption or by foster care arrangement.
- In order to care for the employee’s spouse, child or parent who has a serious health condition.
- The employee’s serious health condition.
- The employee’s spouse, child or parents who are reservists or National Guard members having “qualifying exigencies.”

The term “qualifying exigencies” is defined as: short-notice deployment, military events and related activities, child care and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities where the employer and employee agree to the leave. This type of leave is not available to family members of military personnel on active duty.

In addition, up to 26 weeks of unpaid leave in a 12-month period will be available to a spouse, child, parent, or next of kin to care for covered U.S. military personnel with a serious illness or injury incurred in the line of active duty (including members of the Armed Forces, National Guard or Reserves).

Additional information about family and medical leave benefits can be obtained from the Laura J. White.

**Eligible Employees.** An employee is eligible if employed for at least 12 months and for at least 1,250 hours of service in the 12-month period immediately preceding the commencement of leave and who is employed at a worksite (a) with 50 or more employees; or (b) where 50 or more employees are located within 75 miles of the worksite.

**Twelve-Month Period.** The 12-month period referred to in paragraph 1 is a “rolling” period measured backward from the time that leave is used. Thus, as of the day that leave is used,

an eligible employee is entitled to 12 weeks leave less any family and medical leave taken in the preceding 12 months.

Concurrent Leave. Leave taken under this FMLA policy shall run concurrently with any other applicable leave(s), including New York Paid Family Leave (“PFL”) (see below).

Pay During Leave. Family and medical leave shall be without pay except that employees may be required to use any available sick leave and may be entitled to PFL benefits. An employee’s failure to apply for PFL while on a leave covered under FMLA that also qualifies under PFL shall still count against the employee’s PFL entitlement, regardless of whether the employee collects PFL benefits.

Any paid leave used for an FMLA qualifying reason will be charged against your annual leave allotment and entitlement to FMLA leave. This includes leave for disability or workers’ compensation injury/illness, provided that the leave meets FMLA requirements. The substitution of paid leave for unpaid leave does not extend the duration of the FMLA leave.

Health Benefits. Health benefits shall be continued for the duration of the leave under the same conditions as if the employee had continued to work. Employees who contribute premiums for medical coverage shall remit the amount of the premiums directly to the Company on a monthly basis, if the leave is longer than one month, or weekly, if the leave is less than one month. If any employee does not return to work after the expiration of the leave, the employee can be required to reimburse the Company for payment of health insurance premiums made during the period of unpaid leave.

Benefit Accrual. Benefits will not accrue during any unpaid portion of leave unless required by law.

Application for Leave. Requests for leave must be submitted in writing to Laura J. White in accordance with the following: Where the necessity for leave is foreseeable, the employee must provide at least 30 days’ notice before the leave commences. If the date of birth or placement of a child or the date of treatment for a serious health condition requires leave to begin in less than 30 days, employees shall give notice as soon as is practicable.

Medical Certification. A Certification of health condition(s) must be submitted for leave requests in connection with the employee’s serious health condition(s), the serious health condition(s) of a family member, care for military personnel wounded in active duty, or for a “qualifying exigency.” Such certification must be submitted no later than 15 days from the date that leave is requested and on forms provided by the Company. ***Failure to submit the Certification as set forth in this paragraph will result in denial of leave.*** Forms for medical certification are available from Laura J. White. Employees who have taken leave for their own serious health condition will be required, as a condition of reinstatement, to provide certification from their health provider that they are able to resume work.

To the extent the Company needs to contact a health care provider, such contact will be made by another health care provider, a human resource professional, a leave administrator, or a management official, but in no case shall it be the employee's direct supervisor.

Intermittent Leave. Leave may be taken "intermittently" or on a "reduced leave schedule" under certain circumstances. Intermittent leave is FMLA leave taken in separate blocks of time for a single FMLA covered circumstance. A reduced leave schedule reduces an employee's usual number of working hours per workweek, or hours per workday. It is a change in the employee's schedule for a period of time, normally from full-time to part-time. Intermittent leave may be taken for an employee's own "serious health condition," for an employee who needs to care for a spouse, son, daughter or parent with a serious health condition, for qualifying exigencies and to care for a covered service member with a serious illness or injury.

Leave to care for a newborn or for a newly placed child may not be taken intermittently or on a reduced work schedule unless the Company agrees with respect to an individual leave request.

If you take leave intermittently or on a reduced work schedule basis, you must, when requested, attempt to schedule the leave so as not to unduly disrupt the Company's operations. When you take intermittent or reduced work schedule leave for foreseeable planned medical treatment, the Company may temporarily transfer you to an alternative position with equivalent pay and benefits for which you are qualified and which better accommodates recurring periods of leave.

Employees must show the medical necessity for intermittent leave or a reduced leave schedule.

Return from Leave. At the conclusion of a family and medical leave, employees will be entitled to return to the position held when leave began, or to an equivalent position with equivalent pay and other terms and conditions, unless the employee would have lost his or her job or had benefits changed if leave had not been taken.

Status Reports During Leave. Employees taking family and medical leave must report to Laura J. White once a month concerning their status and intent to return to work.

Employees failing to report to work promptly at the end of a leave period will be deemed to have resigned and employment will be considered voluntarily terminated.

### **New York Paid Family Leave Law**

Under New York's Paid Family Leave Law (PFL), if an employee has completed 26 or more consecutive weeks of full-time employment (defined as a regular schedule of 20 or more hours per week under this regulation) or 175 days of part time employment with the Company, the employee is eligible to apply for leave under PFL for qualifying conditions. PFL benefits are funded through employee payroll deductions in an amount to be determined by

New York State on an annual basis. Time spent on paid time off is counted toward an employee's eligibility determination.

NYS is expected to change the deduction rate annually based on fluctuations in the NY State Average Weekly Wage. The Company does not maintain any control over the deduction or benefit rates associated with PFL.

PFL calculates the 12-month period for benefits using a rolling 12-month period measured backward from any day that leave is taken. The maximum amount of leave available to employees in any 12-month period is a total of 12 weeks. PFL leave must be taken in full day increments.

Employees are eligible to request leave under PFL for any of the following reasons:

- Participation in providing care, including physical or psychological care, for a family member with a serious health condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves: inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or continuing supervision by a health care provider. You cannot take PFL for your own health condition.
- Bonding with the employee's child during the first 12 months after the child's birth, or the first 12 months after the child is placed with the employee for adoption or foster care. Expectant mothers cannot take Paid Family Leave for their own pregnancy. PFL for the birth of a child begins after the birth. It is not available for prenatal conditions.
- A qualifying exigency relating to when a military spouse, child, or parent is on covered active duty or called to active duty status.

PFL application forms are available from Laura J. White or online at [ny.gov/PaidFamilyLeave](http://ny.gov/PaidFamilyLeave). It is the employee's responsibility to complete the employee portion of the forms and to obtain the necessary supporting documentation for the leave and to timely submit these materials to the Company's insurance carrier. For additional information on eligibility for leave under PFL, please contact Laura J. White.

Company policy allows only one employee at a time to take PFL to bond with the same child or care for the same family member.

For purposes of this policy, "child" means an employee's biological, adopted, foster, or stepchild, the employee's legal ward, a child of the employee's domestic partner, or a child to whom the employee stands in loco parentis.

For the purposes of this policy, "family members" means the employee's child, step-child, parent, sibling, grandparent, grandchild, spouse, or domestic partner. The definition of "parents" includes the employee's biological, foster or adoptive parent, a parent-in-law, a



stepparent, a legal guardian, or another person who stood in loco parentis to the employee when he or she was a child.

Concurrent Leave. PFL leave runs concurrently with any other applicable and available leave, including under FMLA. In the event that an employee is also eligible during the same year for disability benefits under New York State Disability Benefits Law, the employee is limited to a combined maximum of 26 weeks of PFL and disability leave during any 52-week period. An employee's failure to apply for PFL while on a leave covered under FMLA that also qualifies under PFL shall still count against the employee's PFL entitlement, regardless of whether the employee collects PFL benefits.

Notice of Leave. If an employee wishes to apply for PFL and the need for the employee's leave is foreseeable, the employee must give the Company at least 30 days' written notice before the date that the leave is expected to begin. If the leave is foreseeable but must begin in less than 30 days, the employee must provide notice to the Company as soon as is practicable. If the need for leave is not foreseeable, the employee must provide written notice to the Company within 30 days after the period of disability begins. Notice of a request for leave must be given to Laura J. White.

The insurance carrier must pay or deny your request within 18 calendar days of receiving your completed forms. If your PFL claim is denied, the insurance carrier will provide you with information about how to request arbitration. A neutral arbitrator will decide claim-related disputes.

Certification. The employee must provide the Company and/or the insurance carrier with proof of the need for leave in accordance with the relevant PFL forms within 30 days after the leave commences. The Company may require additional proof from time to time but not more often than once a week.

Pay and Benefits During Leave. While on leave, the employee will be eligible to receive a maximum of 67% of their average weekly wages, up to a maximum of 67% of New York State's average weekly wage. Generally, an employee's average weekly wage is the average of the last eight weeks of pay prior to starting Paid Family Leave.

In general, employees will not lose any status in seniority or benefit rights accrued prior to the start of PFL. Benefits do not accrue while on leave.

The Company will maintain an employee's health coverage under any group health plan, if available, on the same terms as if the employee had continued to work (e.g., the employee must continue to pay his/her portion of monthly premiums). Nothing in this policy shall entitle an employee to any right, employment benefit, or position of employment other than any right, employment benefit, or position of employment to which the employee would have been entitled had the employee not taken PFL.

Waiver. An employee shall be provided the option to file a waiver of PFL benefits if the employee's: (i) regular employment schedule is 20 hours or more per week but the employee

will not work 26 consecutive weeks, or (ii) regular employment schedule is less than 20 hours per week and the employee will not work 175 days in a 52 consecutive week period. In such an event, if the employee files the waiver the employee will not pay PFL premiums and will not be entitled to PFL benefits.

If an employee files a waiver and then his or her schedule changes such that the working time periods referenced in (i) or (ii) above are expected to be satisfied by the employee, then within eight weeks of such schedule change, the waiver shall be deemed revoked. The employee will then be obligated to begin making premium contributions, including any retroactive amounts due from date of hire as soon as the employee is notified of such obligation.

Returning to Work. Generally, upon your return to work from PFL, the Company will reinstate you to your original position, or if no longer available, an equivalent position with equivalent terms and conditions of employment, including pay and employment benefits.

Retaliation Strictly Prohibited. Retaliation or discrimination against an employee who requests or takes leave under this PFL policy is strictly prohibited.

Modifications. New York State and the insurance carriers administering this benefit continue to refine the guidance concerning PFL. The administration of the policy will be adapted to reflect any such changes.

### **Military Duty**

Pursuant to federal law, any employee (except one hired on a temporary basis) who is absent from work by reason of service in the uniformed services is entitled, under specified circumstances, to certain rights and benefits, provided that the employee's cumulative length of the absence and of all previous absences for this purpose does not exceed five years. Advance written or verbal notice of such service is required unless it is impossible, unreasonable or precluded by military necessity. Upon re-employment, an employee returning from military leave is entitled to seniority and other rights and benefits determined by seniority, as the employee had on the date service began, plus the additional seniority which would have been attained had the employee remained continuously employed. Continuous coverage under the medical plan is available to the employee and eligible dependents for up to 24 months; provided, however, that if the absence is for more than 30 days, the employee will be required to pay 100 percent of the group rate premium.

### **Time Off For Voting**

If an employee does not have four consecutive hours either between the opening of the polls and the beginning or ending of their shift and the opening/closing of the polls and do not otherwise have sufficient time outside of their working hours to vote, the employee may be granted time off from work to vote, including up to two hours of paid time off. If you need time off to vote, you must request voting leave from your supervisor between two and ten days before the election.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws. Retaliation against an employee who requests leave under this policy is strictly prohibited.

### **Blood Donation Leave**

Off-Premises Blood Donation – Employees taking leave for “off-premises blood donation” shall be permitted at least one unpaid leave period per calendar year of up to three hours duration during the employee’s regular work schedule. “Off-premises blood donation” shall mean blood donation which is not made in connection with a blood drive at the employee’s place of employment or in connection with some other convenient time and place set by the employer.

Employees are required to provide at least three working days’ notice of a blood donation leave. Upon return to the office, employees are required to show proof of their off-premises blood donation.

Donation Leave Alternatives – Leave taken by employees for “donation leave alternatives” shall be permitted twice per calendar year of up to three hours duration during the employee’s regular work schedule. Such leave shall be considered paid leave, without requiring the employee to use other already existing leave time. “Donation leave alternative” shall include either a blood drive at the employee’s place of employment or a blood donation option at some other convenient time and place set by the employer, during the employee’s regularly scheduled work hours.

Leave for Off-Premises Blood Donation and Donation Leave Alternatives must be used in the applicable calendar year and may not be carried over from year to year.

## THE COMPANY'S ELECTRONICS POLICIES

### **Use of the Company's Telephones**

Employees have no right of privacy as to any information or messages maintained in or transmitted or stored through the Company's voice mail or telephone systems. Employees should understand that the Company may monitor and/or inspect your activity on any of its telecommunications systems and may record, for example, voice mail messages on its telephone systems.

The Company requests that all employees limit making and/or receiving personal telephone calls during working hours. Should the number of personal calls made or received by employees become excessive, the Company reserves the right to prohibit personal calls during office hours.

### **Cell Phones or Similar Devices at Work**

While at work, employees are expected to exercise the same discretion in using personal cell phones as is expected for the use of the Company's phones. Personal calls during the workday, regardless of the phone used, can interfere with employee productivity and be distracting to others. Cell phone ringer volume should be turned to vibrate. Employees therefore should make use of cell phones on non-work time and ensure that friends and family members are aware of the Company's policy.

### **E-mail and Voice Mail Systems**

The Company maintains an email system to facilitate communication by and/or among employees, as necessary, which is to be used for business purposes only. E-mail communications and the contents of an employee's computer are the sole property of the Company. The e-mail system is not to be used in any way that violates the Company's Policy Prohibiting Workplace Harassment or that is otherwise discriminatory, including but not limited to on the basis of race, creed, color, disability, national origin, religion, sex, sexual orientation, gender, gender identity, gender expression, reproductive health decisions, age, or any other characteristic protected by law. Communications that may be threatening to others, constitute verbal abuse, slander, defamation, or trade disparagement are strictly prohibited.

### **No Expectation of Privacy**

All contents of the Company's information technology (IT) resources and communications systems are the property of the Company. Therefore, employees should have **no expectation of privacy whatsoever in any message, files, data, document, facsimile, telephone conversation, social media post, conversation or message, or any other kind of information or communications transmitted to, received or printed from, or stored or recorded on the Company's electronic information and communications systems.**

**Employees should be advised that any and all telephone conversations or transmissions, electronic mail or transmissions, or internet access or usage by an employee by any electronic device or system, including but not limited to the use of a computer, telephone, wire, radio or electromagnetic, photoelectronic or photo-optical systems may be subject to monitoring at any and all times and by any lawful means.**

You are expressly advised that in order to prevent misuse, the Company reserves the right to monitor, intercept and review, without further notice, every employee's activities using the Company's IT resources and communications systems, including but not limited to **email and information transmitted, received and stored on and/or through the Company's computer system, and social media postings and activities**, and you consent to such monitoring by your acknowledgment of this policy and your use of such resources and systems. This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing of transactions, messages, communications, postings, logins, recordings and other uses of the systems as well as keystroke capturing and other network monitoring technologies.

The Company also may store copies of such data or communications for a period of time after they are created, and may delete such copies from time to time without notice. Do not use the Company's IT resources and communications systems for any matter that you desire to be kept private or confidential from the Company.

The Company may override individual passwords and codes, and require employees to disclose all passwords and codes to the Company to facilitate such access. E-mail monitoring may be conducted by authorized the Company employees and information disclosed on a need-to-know basis for any lawful purpose including, but not limited to, the reasonable investigation of possible employee misconduct. By using the e-mail system and other equipment including the Company's computers, each employee knowingly and voluntarily consents to being monitored, and acknowledges the Company's right to conduct such monitoring. Employees will be subject to discipline for interfering with a co-worker's electronic communications.

**EMPLOYEE RECEIPT AND ACKNOWLEDGMENT**

By my signature below, I hereby acknowledge that I have received a copy of Clinical Staffing Resource’s (“Company”) Employee Manual, including but not limited to the Company’s Equal Employment Opportunity policy, Policy Prohibiting Sexual Harassment, Policies Prohibiting Other Forms of Workplace Harassment, and policies concerning No Expectation of Privacy. I understand and acknowledge that it is my responsibility (i) to read this Employee Manual, (ii) to contact the Company if I have any questions, and (iii) to comply with the terms and conditions contained herein.

I UNDERSTAND THIS MANUAL IS A GENERAL GUIDE, THAT THE PROVISIONS OF THIS MANUAL DO NOT CONSTITUTE AN EMPLOYMENT CONTRACT OR GUARANTEE OF CONTINUED EMPLOYMENT, AND THAT MY EMPLOYMENT IS “AT-WILL.” AS AN EMPLOYEE-AT-WILL, I UNDERSTAND THAT I MAY TERMINATE MY EMPLOYMENT AT ANY TIME. SIMILARLY, THE COMPANY MAY TERMINATE MY EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE. I FURTHER UNDERSTAND THAT THE COMPANY RESERVES THE RIGHT TO CHANGE THE POLICIES AND PRACTICES OF THIS MANUAL AT ANY TIME, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE.

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

Print Name: \_\_\_\_\_

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

980561

**APPENDIX A: SEXUAL HARASSMENT COMPLAINT FORM**

If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form and submit it to Laura J. White (631-282-8500) by email. You will not be retaliated against for filing a complaint.

If you are more comfortable reporting verbally or in another manner, the Company will complete this form, provide you with a copy, and follow the Company's Policy Prohibiting Sexual Harassment 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:    Email    Phone    In person

**SUPERVISORY INFORMATION**

Immediate Supervisor's Name: \_\_\_\_\_

Title: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Work Address: \_\_\_\_\_

**COMPLAINT INFORMATION**

1. Your complaint of Sexual Harassment 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 evidence.

---

---

3. Date(s) sexual harassment occurred:

\_\_\_\_\_

Is the sexual harassment 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.

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

If the Company receives a complaint about alleged sexual harassment, it will follow the Policy Prohibiting Sexual Harassment.

An investigation involves:

- Speaking with the employee
- Speaking with the alleged harasser
- Interviewing witnesses
- Collecting and reviewing any related documents

While the process may vary from case to case, all allegations should be investigated promptly and resolved as quickly as possible. The investigation should be kept confidential to the extent possible.

The Company will document the findings of the investigation and basis for the Company's decision along with any corrective actions taken. The Company will notify the employee and the individual(s) against whom the complaint was made. This may be done via email.



**APPENDIX B: NY HERO ACT INFECTIOUS DISEASE EXPOSURE PLAN**