



NEW YORK STATE HANDBOOK ADDENDUM & RECEIPT OF NON-HARASSMENT POLICY



PREGNANCY ACCOMMODATIONS

In compliance with New York law, COMPANY will not discriminate against employees in relation to pregnancy, childbirth or related conditions and will endeavor to provide reasonable accommodations for any pregnancy-related conditions, unless doing so would impose an undue hardship on the operation of the COMPANY's business.

Reasonable accommodations that may be provided include:

- occasional breaks to rest or drink water;
- a modified work schedule;
- leave for related medical needs;
- available light duty assignments; and
- transfers away from hazardous duty.

The employee must cooperate in providing medical or other information that is necessary to verify the existence of the pregnancy-related condition or that is necessary for consideration of the accommodation. Such medical information will be kept confidential by the COMPANY.

The COMPANY will not require any employee to take leave because the employee is pregnant. If the employee takes medical leave due to a pregnancy-related condition or childbirth, the COMPANY will hold the employee's job for the employee as long as the COMPANY does for employees who take medical leave for other reasons.

The COMPANY will not retaliate against any employee because the employee is pregnant or may become pregnant or change the terms, conditions and privileges of employment because of pregnancy, childbirth or related conditions. The COMPANY also will not refuse to hire or to promote a candidate because the individual is pregnant or may become pregnant.

Employees with questions or concerns regarding this policy or who would like to request a reasonable accommodation pursuant to this policy should contact Human Resources.

NEW YORK CITY PREGNANCY ACCOMMODATIONS



Pursuant to the New York City Human Rights Law, COMPANY prohibits unlawful discrimination on the basis of pregnancy or perceived pregnancy and will endeavor to reasonably accommodate the needs of the employee for her pregnancy, childbirth or related medical condition to allow her to perform the essential requisites of the job, provided that such employee's pregnancy, childbirth or related medical condition is known or should have been known by the COMPANY, and the proposed accommodation does not impose an undue hardship on the COMPANY.

Any employee who needs to request an accommodation due to pregnancy, childbirth or a related medical condition should contact Human Resources. If the employee requested an accommodation but has not

received an initial response within five (5) business days, she should contact  Senior Management or the CEO.

After receiving a request for an accommodation due to pregnancy, childbirth or a related medical condition, or learning indirectly that the employee requires such an accommodation, the COMPANY will engage in a cooperative dialogue with the employee. Even if the employee has not formally requested an accommodation, the COMPANY, in compliance with applicable law, may initiate a cooperative dialogue under certain circumstances, such as when the COMPANY has knowledge that the employee's performance at work has been negatively affected and also has a reasonable basis to believe that the issue is related to pregnancy, childbirth or related medical condition.

The cooperative dialogue may take place in person, by telephone or by electronic means. As part of the cooperative dialogue, the COMPANY will communicate openly and in good faith with the employee in a timely manner in order to determine whether and how the COMPANY may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, the COMPANY will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the employee. The COMPANY is not required to provide the specific accommodation sought by the employee, provided the alternatives are reasonable and either meet the specific needs of the employee or specifically address the employee's limitation.

As part of the cooperative dialogue, the COMPANY reserves the right to request medical documentation from the employee under the following circumstances:

- when the employee requests time away from work, including for medical appointments, other than time off requested during the six- (6) to eight- (8) week period following childbirth (for recovery from childbirth); or
- when the employee requests to work from home, either on an intermittent basis or a longer-term basis.

If the COMPANY believes that the provided documentation is insufficient, and before denying the request based on insufficient documentation, the COMPANY reserves the right to request additional documentation from the employee or, upon the employee's consent, speak with the health care provider who provided the documentation. If applicable, the employee whose time off is covered by the Family Medical Leave Act (FMLA) may also be required to provide medical documentation, depending on the circumstances of the leave request, pursuant to federal law.

At the conclusion of the cooperative dialogue, the COMPANY will provide written notice to the employee in a timely manner indicating that the COMPANY:

- will be able to offer and provide a reasonable accommodation;
- will not be able to provide a reasonable accommodation to the employee because there is no accommodation available that will not cause an undue hardship on the COMPANY's operations; or
- will not be able to provide a reasonable accommodation to the employee because no accommodation exists that will allow the employee to perform the essential requisites of the job.

The COMPANY will endeavor to keep confidential communications regarding requests for reasonable accommodations and all circumstances surrounding an employee's pregnancy, childbirth or related medical condition.

Employees with questions regarding this policy should contact Human Resources.

NEW YORK CITY SUPPLEMENTAL GENDER DISCRIMINATION

In accordance with New York City law, COMPANY prohibits unlawful discrimination in employment on the basis of gender. For purposes of this policy, gender is an individual's actual or perceived sex, gender identity and gender expression, including a person's actual or perceived gender-related self-image, appearance, behavior, expression or other gender-related characteristic regardless of the sex assigned to that person at birth.

The COMPANY is dedicated to ensuring the fulfillment of this policy as it applies to all terms and conditions of employment, including recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, accommodation requests, access to programs and facilities, employee activities and general treatment during employment.

In furtherance of this policy:

- The COMPANY gives employees the option of indicating their preferred gender pronoun. The COMPANY's systems allow employees to self-identify their names and genders and do not limit such identifications to male and female only.
- All employees and other individuals have access to single-sex facilities consistent with their gender identity or expression. To the extent possible, the COMPANY provides single-occupancy restrooms and provides multi-user facilities for individuals with privacy concerns, but will not require use of a single-occupancy bathroom because an individual is transgender or gender non-conforming.
- The COMPANY's dress code and grooming standards are gender neutral, and therefore do not differentiate or impose restrictions or requirements based on gender or sex.
- The COMPANY evaluates all requests for accommodations (including requests for medical leaves) in a fair and non-discriminatory manner.
- Employees who engage with the public as part of their job duties are required to do so in a respectful, non-discriminatory manner by respecting gender diversity and ensuring that members of the public are not subject to discrimination (including discrimination with respect to single-sex programs and facilities).

Employees with issues or concerns regarding gender discrimination or who feel they have been subjected to such discrimination can Human Resources. The COMPANY prohibits and does not tolerate retaliation against employees who report issues or concerns of gender discrimination pursuant to this policy in good faith.

NEW YORK CITY LACTATION ACCOMMODATION

Pursuant to New York City, New York State, and federal law, employees have a right to express breast milk in the workplace and the right to request access to a lactation room for purposes of expressing breast milk.

COMPANY will provide employees who are nursing with paid break time for 30 minutes and permits employees to use existing paid break time or meal time for time in excess of 30 minutes to express breast milk for the employee's nursing child each time such employee has a reasonable need to express breast milk for up to three (3) years after the birth of a child.

COMPANY will provide a lactation room to such employees. For purposes of this policy, the term "lactation room" means a sanitary place, other than a restroom or toilet stall, that can be used to express breast milk shielded from view and free from intrusion and that includes at minimum an electrical outlet, a chair, a surface on which to place a breast pump and other personal items, and nearby access to running water. Unless doing so poses an undue hardship and such undue hardship exception is permitted by applicable law, COMPANY will provide a lactation room in reasonable proximity to the employee's work area and a refrigerator suitable for breast milk storage also in reasonable proximity to the work area. If the room designated to serve as a lactation room is also used for another purpose, the sole function of the room will be as a lactation room while the employee is using the room to express breast milk. While the room is being used to express milk, notice will be provided that the room is given preference for use as a lactation room.

Employees may submit a request for a lactation room by contacting Human Resources. COMPANY will respond to such requests within five (5) business days.

If two (2) or more employees need to use the lactation room at the same time, they should contact Human Resources so that arrangements can be made to ensure all individuals have access to the lactation room amenities. Options may include finding an alternative clean space free from intrusion, sharing the space among multiple users, or creating a schedule for use.

Where compliance with the lactation room requirements set forth above is impracticable because it would impose an undue hardship on COMPANY by causing significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure COMPANY's business and such undue hardship exception is permitted by applicable law, COMPANY will make reasonable efforts to provide a room or other location, other than a restroom or toilet stall, that is in close proximity to the work area where the employee can express breast milk in privacy and otherwise engage in a cooperative dialogue with the employee to discuss reasonable alternatives with the employee in an attempt to accommodate the employee's needs. For details regarding the cooperative dialogue process, employees should refer to the Reasonable Accommodation & Interactive Dialogue policy.

If the workplace has access to refrigeration, COMPANY will extend such access to refrigeration for the purposes of storing the expressed milk.

COMPANY will not tolerate discrimination or harassment against any employee based on the request for or usage of lactation accommodations. Any discrimination, harassment, or other violations of this policy can be reported to Human Resources.

Employees should refer to the New York State Department of Labor's Policy on the Rights of Employees to Express Breast Milk in the Workplace, which was separately issued at https://dol.ny.gov/system/files/documents/2024/06/p705-policy-on-the-rights-of-employees-to-express-breast-milk-in-the-workplace_-24-1.pdf, for additional details.

Employees can contact Human Resources with questions regarding this policy.

NON-HARASSMENT

It is COMPANY's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions),

gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as “protected characteristics”) such as New York City’s protected attributes for height and weight. The policy also protects contractors, subcontractors, vendors, consultants, or anyone else providing services in our workplace. These individuals 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 through a contract with the COMPANY. The COMPANY also prohibits retaliation as defined below. All such conduct will not be tolerated by the COMPANY.

Purpose and Goals

The COMPANY is committed to a workplace free of harassment (including sexual harassment) and retaliation. These behaviors are unacceptable in the workplace and in any work-related settings such as remote work setting, business trips and COMPANY-sponsored social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor or other third party. In addition to being a violation of this policy, harassment (including sexual harassment) and retaliation based on any protected characteristic as defined by applicable federal, state or local laws are unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment are unlawful.

Harassment, discrimination, and retaliation are against the law. After reading this policy, employees will understand their right to a workplace free from harassment. Discrimination of any kind is a violation of our policies. Employees also will learn what harassment, discrimination, and retaliation look like, what actions they can take to prevent and respond to discriminatory conduct, and how they are protected from retaliation after taking action. The policy also will explain the investigation process into any claims of harassment. Individuals may also be individually subject to liability for engaging in harassment, and supervisors who fail to report or react on harassment may be liable for aiding and abetting such behavior.

Sexual harassment is a form of workplace discrimination that subjects employees to inferior conditions of employment due to their gender, gender identity, gender expression (perceived or actual), and/or sexual orientation. Sexual harassment is often viewed simply as a form of gender-based discrimination, but the COMPANY recognizes that discrimination can be related to or affected by other identities beyond gender. Under the New York State Human Rights Law, it is illegal to discriminate based on sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, predisposing genetic characteristics, familial status, marital status, criminal history, or status as a victim of domestic violence. Our different identities impact our understanding of the world and how others perceive us. For example, an individual's race, ability, or immigration status may impact their experience with gender discrimination in the workplace. The purpose of this policy is to teach employees to recognize discrimination, including discrimination due to an individual's intersecting identities, and provide the tools to take action when it occurs. All employees, managers, and supervisors are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace.

Discrimination of any kind, including sexual harassment, is a violation of our policies, is unlawful, and may subject the COMPANY to liability for the harm experienced by the targets of discrimination. Individuals may also be individually subject to liability for engaging in harassment, and employers or supervisors who fail to report or react on harassment may be liable for aiding and abetting such behavior.

Definition of Harassment

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion toward an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Definition of Sexual Harassment

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination, including gender-role stereotyping and treating employees differently because of their gender. Sexual harassment does not have to be between members of the opposite sex or gender.

Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression, and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three (3) most common ways people identify are cisgender, transgender, and non-binary. A cisgender person is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female. A transgender person is someone whose gender is different than the sex they were assigned at birth. A non-binary person does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do. Respecting an individual's gender identity is a necessary first step in establishing a safe workplace.

Sexual harassment can be verbal (including slurs, jokes, insults, epithets, gestures, or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts, or e-mails), or physical conduct (including physically threatening another) that denigrates or shows hostility or aversion towards an individual on the basis of sex or gender, gender identity or gender expression, and/or sexual orientation. Such conduct violates this policy, even if it is not unlawful. In New York, harassment does not need to be severe or pervasive to be illegal. Generally, any behavior in which an employee or covered individual is treated worse because of their gender, sexual orientation, or gender expression is considered a violation of Company policy. The intent of the behavior, for example, making a

joke, does not neutralize a claim of harassment; in other words, not intending to harass someone is not a defense. What matters is the impact of the behavior on the individual to whom it is directed.

Employees and covered individuals should not feel discouraged from reporting harassment because they do not believe it is bad enough, or conversely because they do not want to see a colleague fired over less severe behavior. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment will depend on the degree of harassment and might include education and counseling. It may lead to suspension or termination when appropriate.

Examples of conduct that violate this policy include:

1. Unwelcome sexual advances, flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. Requests for sexual favors or demands for sexual favors in exchange for favorable treatment. This can include sexual advances/pressure placed on a service industry employee by customers or clients, especially in those industries where hospitality and tips are essential to the customer/employee relationship;
3. Obscene or vulgar gestures, posters, or comments;
4. Sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies;
5. Propositions or suggestive or insulting comments of a sexual nature;
6. Derogatory cartoons, posters, and drawings (including having such materials visible in the background of a remote workspace during a virtual meeting);
7. Sexually-explicit e-mails, text messages, or voicemails;
8. Uninvited touching of a sexual nature;
9. Unwelcome sexually-related comments;
10. Conversation about one's own or someone else's sex life or romantic history;
11. Repeated requests for dates or romantic gestures, including gift-giving;
12. Conduct or comments consistently targeted at only one (1) gender, even if the content is not sexual;
13. Teasing or other conduct directed toward a person because of the person's gender, gender identity, gender expression, or sexual orientation, 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, or name-calling;
 - Intentional misuse of an individual's preferred pronouns; or
 - Creating different expectations for individuals based on their perceived identities, such as:
 - Dress codes that place more emphasis on women's attire; or
 - Leaving parents/caregivers out of meetings;
 - Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:
 - Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or

- Asking employees to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.

This list is just a sample of behaviors and should not be considered exhaustive. Any employee or covered individual who believes they have experienced sexual harassment, even if it does not appear on this list, should feel encouraged to report it. In addition, sexual harassment is not limited to interactions in person. Sexual harassment can occur when employees are working remotely from home as well. Harassment can happen on virtual meeting platforms, in messaging apps, and during non-working hours, and regardless of whether the communication occurs on Company-owned or personal devices.

Sexual harassment does not happen in a vacuum and discrimination experienced by employees can be impacted by biases and identities beyond an individual's gender. For example:

- Placing different demands or expectations on black women employees than white women employees can be both racial and gender discrimination;
- An individual's immigration status may lead to perceptions of vulnerability and increased concerns around illegal retaliation for reporting sexual harassment; or
- Past experiences as a survivor of domestic or sexual violence may lead an individual to feel re-traumatized by someone's behaviors in the workplace.

Individuals bring personal history with them to the workplace that might impact how they interact with certain behavior. It is especially important for all employees to be aware of how words or actions might impact someone with a different experience than their own in the interest of creating a safe and equitable workplace.

Definition of Retaliation

Retaliation is prohibited. No employee or covered individual should fear reporting sexual harassment if they believe it has occurred. Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. Examples of retaliation may include but are not limited to:

- Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
- Publicly releasing personnel files;
- Refusing to provide a reference in a manner consistent with Company policy or practice or providing an unwarranted negative reference;
- Labeling an employee as "difficult" and excluding them from projects to avoid "drama;"
- Undermining an individual's immigration status;
- Reducing work responsibilities, passing over for a promotion, or moving an individual's desk to a less desirable office location;
- Threats of physical violence outside of work hours; and
- Disparaging someone on social media.

Supervisory Responsibilities. Everyone must work toward preventing sexual harassment, but supervisors and managers have a special responsibility to prevent sexual harassment and discrimination. Every

supervisor who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, or who otherwise is aware of conduct in violation of this policy, must immediately report the issues raised or conduct to (Human Resources). Managers and supervisors should not be passive and wait for employees to make a claim of harassment. If they observe such behavior, they must act.

While supervisors and managers have a responsibility to report harassment and discrimination, supervisors and managers must be mindful of the impact that harassment and a subsequent investigation has on victims. Being identified as a possible victim of harassment and questioned about harassment discrimination can be intimidating, uncomfortable, and re-traumatizing for individuals. Supervisors and managers must accommodate the needs of individuals who have experienced harassment to ensure workplace is safe, supportive, and free from retaliation for them during and after any investigation.

Bystander Intervention. Any employee witnessing harassment as a bystander is encouraged to report it. There are five (5) standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help:

1. A bystander can interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
2. A bystander who feels unsafe interrupting on their own can ask a third party to help intervene in the harassment;
3. A bystander can record or take notes on the harassment incident to benefit a future investigation;
4. A bystander might check in with the person who has been harassed after the incident, see how they are feeling, and let them know the behavior was not ok; and
5. If a bystander feels safe, they can confront the harassers and name the behavior as inappropriate. When confronting harassment, physically assaulting an individual is never an appropriate response.

Though not exhaustive and dependent on the circumstances, the guidelines above can serve as a brief guide of how to react when witnessing harassment in the workplace. Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is required to report it.

Reporting Procedures

If the employee believes someone has violated this policy, the employee should promptly bring the matter to the immediate attention of Human Resources at the following address **CONTACT 1** and phone number **PHONE** or to the Manager at the following address **CONTACT 2** and phone number **PHONE**.

If the person toward whom the complaint is directed is one of the individuals indicated above, employees should contact any higher-level manager in their reporting hierarchy.

Written complaints can be submitted internally using the form provided in this handbook.

If the employee makes a complaint under this policy and has not received an initial response within five (5) business days, the employee should contact the President immediately at the following address **CONTACT 3** and phone number **PHONE**.

Every supervisor who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, or who otherwise is aware of conduct in violation of this policy, must immediately report the issues raised or conduct to Human Resources.

Investigation Procedures

Upon receiving a complaint, the COMPANY will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy to ensure due process for all parties. To the extent possible, the COMPANY will endeavor to keep the reporting individual's concerns confidential. However, complete confidentiality may not be possible in all circumstances. All individuals are required to cooperate in all investigations conducted pursuant to this policy.

During the investigation, the COMPANY generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Upon completion of the investigation, the COMPANY will determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The COMPANY will inform the complainant and the accused of the results of the investigation.

Upon completion of the investigation, the COMPANY will determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The COMPANY will inform the complainant and the accused of the results of the investigation.

The COMPANY will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the COMPANY determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension or immediate termination. Anyone, regardless of position or title, whom the COMPANY determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination. This includes individuals engaging in harassment (including sexual harassment) or retaliation, as well as supervisors who fail to report violations of this policy, or knowingly allow prohibited conduct to continue. Individuals who engage in conduct that rises to the level of a violation of law can be held personally liable for such conduct.

Legal Protections and External Remedies

Aside from the internal complaint process at the COMPANY, individuals may choose to pursue external legal remedies with the following governmental entities.

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 HRL may be filed either with the New York Division of Human Rights (NYDHR) or in New York State Supreme Court.

The New York State Division of Human Rights has implemented a toll-free confidential hotline to provide counsel and assistance to individuals who feel they may be experiencing workplace sexual harassment. New York based employees can call NYDHR's toll-free sexual harassment hotline at 1-800-HARASS-3 Monday through Friday, 9:00 AM to 5:00 PM.

Additionally, complaints with NYDHR may be filed any time within three (3) years of the sexual harassment or within one (1) year of any other harassment. If an individual did not file at NYDHR, they can sue directly in state court under the HRL, within three (3) years of the alleged harassment. An individual may not file with NYDHR if they have already filed a HRL complaint in state court.

Complaining internally to the COMPANY does not extend the time to file with NYSDHR or in court.

An attorney is not needed to file a complaint with NYSDHR, and there is no cost to file with NYSDHR.

NYSDHR will investigate complaints 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, NYSDHR has the power to award relief, which varies but may include requiring the employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

NYSDHR'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.

Contact NYSDHR at (888) 392-3644 or visit 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 NYSDHR. The website also contains contact information for NYSDHR's regional offices across New York State.

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 individual 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 or via email at 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 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, those 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.

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.

This policy is aimed at providing employees and covered individuals an understanding of their right to a discrimination and harassment free workplace. All employees should feel safe at work. Though the focus of this policy is on sexual harassment and gender discrimination, the HRL protects against discrimination in several protected classes including sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or domestic violence survivor status. The prevention policies outlined above should be considered applicable to all protected  classes.

Remember, COMPANY cannot remedy claimed harassment (including sexual harassment) or retaliation unless individuals bring these claims to the attention of management. Please report any conduct that violates this policy.

HARASSMENT COMPLAINT FORM

If you believe that you have been subjected to any form of harassment, including sexual harassment, you are encouraged to complete this form and submit it to Human Resources or the Manager. If you are more comfortable reporting orally or in another manner, you may do so and can follow the guidelines set forth in the Non-Harassment policy. You will not be retaliated against for filing a complaint. Once a complaint is received, COMPANY will follow the investigation process described in the Non-Harassment policy.

General Information

Your Name / Job Title:

Your Department / Supervisor:

Preferred Communication Method (if via e-mail or phone, please provide contact info):

Complaint Information

1. Please tell us who you believe has violated our policy against non-harassment, including sexual harassment. What is their relationship to you (e.g., 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. Please provide specific date(s) the alleged harassment, including sexual harassment, occurred. Additionally, please advise if the alleged harassment is continuing.
4. Please list the name and contact information of any witnesses or individuals who may have information related to your complaint.

This last question is optional, but may help the investigation

5. Have you previously complained or provided information (oral 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.

Sign and date this form below

Signature: _____ Date: _____

REPRODUCTIVE HEALTH DECISION MAKING DISCRIMINATION

COMPANY may not:

- discriminate or take any retaliatory personnel action against employees with respect to compensation, terms, conditions or privileges of employment because of, or on the basis of, the employee's or dependent's reproductive health decision making, including but not limited to a decision to use or access a particular drug, device or medical service; or
- require employees to sign a waiver or other document that purports to deny employees the right to make their own reproductive health care decisions, including use of a particular drug, device or medical service.

The COMPANY also may not access the employee's personal information regarding the employee's or the dependent's reproductive health decision making, including but not limited to the decision to use or access a particular drug, device or medical service without the employee's prior informed affirmative written consent.

Employees may bring a civil action in any court of competent jurisdiction against the COMPANY for any alleged violations of this policy. In any civil action alleging a violation of this policy, the court may: award damages, including, but not limited to, back pay, benefits and reasonable attorneys' fees and costs incurred to a prevailing plaintiff; afford injunctive relief against the COMPANY if it commits or proposes to commit a violation of the provisions of this policy; order reinstatement; and/or award liquidated damages equal to 100 percent of the award for damages unless the COMPANY proves a good faith basis to believe that its actions in violation of this policy were in compliance with the law.

Any act of retaliation for employees exercising any rights granted under this policy shall subject the COMPANY to separate civil penalties. For the purposes of this policy, retaliation or retaliatory personnel action means discharging, suspending, demoting or otherwise penalizing employees for: making or threatening to make a complaint to the COMPANY, co-worker or to a public body, that rights guaranteed under this policy have been violated; causing to be instituted any proceeding under or related to this policy; or providing information to or testifying before any public body conducting an investigation, hearing or inquiry into any such violation of a law, rule or regulation by the COMPANY.

Employees with issues or concerns regarding this policy or who feel they have been subjected to any alleged violation of this policy should contact Human Resources.

NEW YORK CITY TEMPORARY SCHEDULE CHANGE

Employees who work 80 or more hours in New York City in a calendar year and have been employed by COMPANY for 120 or more days are eligible for two (2) temporary changes to their work schedules each calendar year for certain "personal events."

Personal Events

A "personal event" includes the following:

- the need to care for a child under the age of 18 for whom the employee provides direct and ongoing care;

- the need to care for an individual (“care recipient”) with a disability who is a family member or who resides in the caregiver’s household for whom the employee provides direct and ongoing care to meet the needs of daily living;
- the need to attend a legal proceeding or hearing for public benefits to which the employee, a family member or the employee's minor child or care recipient is a party; or
- any other reason for which the employee may use leave under New York City’s Paid Safe and Sick Leave law.

For purposes of this policy a "family member" includes: a child (biological, adopted, or foster child, legal ward, child of the employee standing in loco parentis); a grandchild; a spouse (current or former regardless of whether they reside together); a domestic partner (current or former regardless of whether they reside together); a parent; a grandparent; a child or parent of the employee's spouse or domestic partner; a sibling (including a half-, adopted or step-sibling); any other individual related by blood to the employee; and any individual whose close association with the employee is the equivalent of family.

Temporary Schedule Change

A temporary schedule change may last up to one (1) business day on two (2) separate occasions or up to two (2) business days on one (1) occasion each calendar year. A business day is any 24-hour period during which the employee is required to work any amount of time.

A temporary change means an adjustment to the employee's usual schedule including in the hours, times or locations the employee is expected to work. The change can include:

- using short-term unpaid leave;
- using paid time off;
- working remotely; or
- swapping or shifting working hours with a co-worker.

The COMPANY has the option of granting unpaid leave in lieu of the temporary change requested by the employee.

Request for Schedule Change

Request for a temporary schedule change must be made orally or in writing to the COMPANY or to the employee's direct supervisor as soon as practicable after the employee becomes aware of the need for the change. The request should include:

- the date of the temporary schedule change;
- that the change is due to a personal event; and
- proposed type of temporary schedule change (unless the employee would like to use leave without pay).

The COMPANY will respond immediately to such requests. Assuming the employee has not exceeded the number of allowable requests and the request is for a qualifying reason, the COMPANY will either approve the proposed type of temporary schedule change or provide leave without pay. The COMPANY also may offer employees the ability to use paid time off. Employees will not be required to use leave under New York City’s Paid Safe and Sick Leave law for a temporary schedule change.

If the employee requested the schedule change in person or by phone, the employee must submit a written request no later than the second business day after the employee returns to work. The employee should include in the written request the date of the temporary schedule change and that the change was due to a personal event.

The COMPANY will provide a written response to any written request for temporary schedule change within 14 days. The response will include:

- if the request was granted or denied;
- how the request was accommodated (if granted) or the reason for denial (if denied);
- number of requests the employee has made for temporary schedule changes; and
- how many days the employee has left in the year for temporary schedule changes.

Employees have the right to temporary schedule changes and may file a complaint for alleged violations of this policy and applicable law with the New York City Department of Consumer Affairs. The COMPANY prohibits retaliation or the threat of retaliation against the employee for exercising or attempting to exercise any right provided in this policy and applicable law, or interference with any investigation, proceeding or hearing related to or arising out of employees' rights pursuant to this policy and applicable law.

Employees with questions concerning this policy should contact Human Resources.

NEW YORK CITY SAFE AND SICK TIME (INCLUDES THE NEW YORK PAID SICK LEAVE LAW)

Eligibility

COMPANY provides paid safe and sick time and, effective January 1, 2025, paid prenatal personal leave to employees who work in New York City. For employees who work in New York City who are eligible for sick time under the general Sick Days policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy.

Accrual

Employees begin accruing paid safe and sick time pursuant to this policy at the start of employment. Eligible employees will accrue one (1) hour of safe and sick time for every 30 hours worked, up to a maximum accrual of 56 hours each calendar year. Exempt employees are assumed to work 40 hours in each workweek unless their normal workweek is less than 40 hours, in which case safe and sick time accrues based upon that normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1 and ending on December 31.

Usage

Employees may begin using paid safe and sick time once it is accrued. Safe and sick time may be used in a minimum increment of four (4) hours, provided this is reasonable under the circumstances. Employees may not use more than 56 hours of safe and sick time in any calendar year.

Employees may use paid safe and sick time for absences due to:

1. The employee's mental or physical illness, injury or health condition, or need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or need for preventive medical care;
2. The care of the employee's family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or who needs preventive medical care;
3. Closure of the employee's place of business by order of a public official due to a public health emergency or such employee's need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency; or
4. The employee or a family member being the victim of domestic violence, family offense matters, sexual offenses, stalking, or human trafficking:
 - To obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from domestic violence, a family offense matter, sexual offense, stalking, or human trafficking;
 - To participate in safety planning, temporarily relocate, or take other actions to increase the safety of the employee or family members from future domestic violence, family offense matters, sexual offenses, stalking, or human trafficking;
 - To meet with a civil attorney or other social service provider to obtain information and advice on and prepare for or participate in any criminal or civil proceeding, including but not limited to matters related to domestic violence, a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing, or consumer credit;
 - 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 other actions necessary to maintain, improve, or restore the physical, psychological, or economic health or safety of the employee or family member or to protect those who associate or work with the employee.

For purposes of this policy, family member means a child (biological, adopted or foster child, a legal ward, or a child of the employee standing in loco parentis), spouse, domestic partner, parent (biological, foster, step, adoptive, legal guardian, or person who stood in loco parentis when the employee was a minor child), sibling (including half siblings, step siblings, or siblings related through adoption), grandchild, grandparent, the child or parent of the employee's spouse or domestic partner, any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship.

Use of safe and sick time will not be conditioned upon searching for or finding a replacement worker.

Unless advised otherwise, COMPANY will assume, subject to applicable law, that employees want to use available safe and sick time for absences for reasons set forth above. Employees will be paid for such absences to the extent they have paid safe and sick time available.

Employees will be advised of the amount of time accrued and used during a pay period and the total balance of accrued safe and sick time available for use on the pay statement or other form of written documentation provided each pay period.

Notice and Documentation

Employees may make requests to Human Resources to use paid safe and sick time orally or in writing.

COMPANY may require supporting documentation if employees use paid safe and sick time for more than three (3) consecutive workdays, to the maximum extent permitted by applicable law. Requests for documentation should not specify the reason for leave but should be limited to: (i) an attestation from a licensed medical provider supporting the existence of a need for the amount of safe and sick time taken; or (ii) an attestation from an employee of their eligibility for safe and sick time. COMPANY will not require the employee to pay any costs or fees associated with obtaining medical or other verification of eligibility for use of safe and sick time and will reimburse the employee to the extent the employee is charged a fee for providing supporting documentation requested by COMPANY.

COMPANY will not require the disclosure of confidential information relating to a mental or physical illness, injury, or health condition or information relating to absence from work due to domestic violence, a sexual offense, stalking, or human trafficking as a condition of providing safe and sick time. Moreover, COMPANY will not ask the employee to provide details about the medical condition that led the employee to use sick time or the personal situation that led the employee to use safe time. Any information COMPANY receives about the employee's use of safe and sick time will be kept confidential and not disclosed to anyone without the employee's written permission or as required by law.

COMPANY may take disciplinary action, up to and including termination, against employees who use safe and sick time provided under this policy for purposes other than those described above, to the maximum extent permitted by applicable law.

Payment

Safe and sick time will be paid at the employee's regular rate of pay at the time the employee uses such time, unless otherwise required by applicable law, but no less than the applicable minimum wage. Safe and sick time will be paid no later than the payday for the next regular payroll period beginning after the safe and sick time was used. Use of paid safe and sick time is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Employees may carry over any unused sick and safe leave to the following calendar year. However, employees only may use up to 56 hours in each calendar year. Unused safe and sick time will not be paid at separation.

Effective January 1, 2025: Additional Paid Prenatal Personal Leave. In addition to safe and sick time as set forth above, employees may take up to 20 hours of paid prenatal personal leave during any 52-week calendar period. Paid prenatal personal leave may be taken in hourly increments. Paid prenatal personal leave may be used for the health care services received by an employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a health care provider related to the pregnancy. COMPANY will not require the disclosure of confidential information as a condition of providing paid prenatal personal leave. Paid prenatal personal leave will be paid at the employee's regular rate of pay, or the applicable minimum wage rate, whichever is greater. Use of paid prenatal personal leave is not considered hours worked for purposes of calculating overtime. Unused prenatal personal leave under this policy will not be paid at separation.

Enforcement and Retaliation

Employees have the right to request and use safe and sick time and prenatal personal leave (effective January 1, 2025) and may file a complaint for alleged violations of this policy with the New York City

Department of Consumer and Workforce Protection or the New York State Department of Labor. COMPANY prohibits retaliation or the threat of retaliation against employees for exercising or attempting to exercise any right provided in this policy or interference with any investigation, proceeding, or hearing related to or arising out of employee rights pursuant to this policy and applicable law.

Employees with questions concerning this policy should contact the Head of Human Resources and/or Human Resources.

SICK AND SAFE LEAVE

Eligibility

COMPANY provides paid sick and safe leave to all applicable employees. For employees who work in New York who are eligible for sick time under the Company's general PTO policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent that it provides greater benefits/rights on any specific issue or issues than the general PTO policy and/or any other applicable sick time/leave law or ordinance.

Accrual

Employees begin accruing paid sick and safe leave pursuant to this policy on September 30, 2020 or at the start of employment, whichever is later. Employees will accrue one (1) hour of paid sick and safe leave for every 30 hours worked, up to a maximum accrual of 56 hours each calendar year. Exempt employees are assumed to work 40 hours in each workweek unless their normal workweek is less than 40 hours, in which case sick and safe leave accrues based on that normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1 and ending on December 31.

Usage

Employees may begin using accrued sick and safe leave on January 1, 2021. Sick and safe leave may be used in a minimum increment of four (4) hours. Employees may not use more than 56 hours of sick and safe leave in any calendar year.

Employees may use accrued sick and safe leave for the following reasons:

- a mental or physical illness, injury or health condition of the employee or family member, regardless of whether such illness, injury or health condition has been diagnosed or requires medical care at the time sick and safe leave is requested;
- the diagnosis, care or treatment of a mental or physical illness, injury or health condition of, or need for medical diagnosis of, or preventive care for, the employee or family member; or
- an absence from work due to any of the following reasons when the employee or 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, temporarily or permanently relocate or take other actions to increase the safety of the employee or 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 family members or to protect associates or work colleagues.

A person who has committed such domestic violence, family offense, sexual offense, stalking or human trafficking will not be eligible for paid sick and safe leave for situations in which the person committed such offense and was not a victim, notwithstanding any family relationship.

For purposes of this policy, “family member” means:

- a child (biological, adopted, or foster child, a legal ward or a child of the employee standing in loco parentis);
- spouse or domestic partner;
- parent (biological, foster, step, adoptive, legal guardian or person who stood in loco parentis when the employee was a minor child);
- sibling;
- grandchild or grandparent; and
- the child or parent of the employee’s spouse or domestic partner.

Unless advised otherwise, the COMPANY will assume, subject to applicable law, that employees want to use available sick and safe leave for the reasons set forth above, and employees will be paid for such absences to the extent they have paid sick and safe leave available.

Notice and Documentation

Employees may make oral or written requests to use sick and safe leave. Employees must provide reasonable advance notice to Human Resources of the need to use sick and safe leave if the need is foreseeable. Where the need is not foreseeable, they should provide notice as early as possible.

The COMPANY may require supporting documentation for the use of sick and safe leave where the employee uses sick leave for three (3) or more consecutive or previously scheduled work days or shifts, to the extent permitted by applicable law. Requests for documentation should not specify the reason for leave but should be limited to: (i) an attestation from a licensed medical provider supporting the existence of a need for sick leave, the amount of leave needed and a date that the employee may return to work; or (ii) an attestation from an employee of their eligibility to leave. The COMPANY will not require disclosure of confidential information relating to a mental or physical illness, injury or health condition or information relating to absence from work due to domestic violence, a sexual offense, stalking or human trafficking, as a condition of providing sick and safe leave. The COMPANY will not require an employee to pay any costs or fees associated with obtaining medical or other verification of eligibility for use of sick leave.

Payment

Sick and safe leave will be paid at the employee’s regular rate of pay or the applicable state minimum wage, whichever is greater. Use of sick and safe leave is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Employees may carry over any unused sick and safe leave to the following calendar year. However, employees only may use up to 56 hours in each calendar year. Accrued but unused sick and safe leave will not be paid at separation.

Enforcement and Retaliation

Employees will not be discharged, threatened, penalized or in any other manner discriminated or retaliated against because they have exercised their rights to request and use sick and safe leave under this policy and applicable law.

If employees have any questions regarding this policy, they should contact Human Resources.

NEW YORK CITY SAFE AND SICK LEAVE (INCLUDES THE NEW YORK PAID SICK LEAVE LAW)

Eligibility

COMPANY provides paid safe and sick time to employees who work in New York City. For employees who work in New York City who are eligible for sick time under the Company's general PTO policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general PTO policy.

Accrual

Employees begin accruing paid safe and sick time pursuant to this policy at the start of employment. Eligible employees will accrue one (1) hour of safe and sick time for every 30 hours worked, up to a maximum accrual of 56 hours each calendar year. Exempt employees are assumed to work 40 hours in each workweek unless their normal workweek is less than 40 hours, in which case safe and sick time accrues based upon that normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1 and ending on December 31.

Usage

Employees may begin using paid safe and sick time once it is accrued. Safe and sick time may be used in a minimum increment of four (4) hours, provided this is reasonable under the circumstances. Employees may not use more than 56 hours of safe and sick time in any calendar year.

Employees may use paid safe and sick time for absences due to:

1. the employee's mental or physical illness, injury or health condition or need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care;
2. the care of the employee's family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or who needs preventive medical care;
3. closure of the employee's place of business by order of a public official due to a public health emergency or such employee's need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency; or

4. the employee or a family member being the victim of domestic violence, family offense matters, sexual offenses, stalking or human trafficking:
 - to obtain services from a domestic violence shelter, rape crisis center or other shelter or services program for relief from domestic violence, a family offense matter, sexual offense, stalking or human trafficking;
 - to participate in safety planning, temporarily relocate or take other actions to increase the safety of the employee or family members from future domestic violence, family offense matters, sexual offenses, stalking or human trafficking;
 - to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to matters related to domestic violence, a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
 - 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 other actions necessary to maintain, improve or restore the physical, psychological, or economic health or safety of the employee or family member or to protect those who associate or work with the employee.

For purposes of this policy, family member means a child (biological, adopted or foster child, a legal ward or a child of the employee standing in loco parentis), spouse, domestic partner, parent (biological, foster, step, adoptive, legal guardian or person who stood in loco parentis when the employee was a minor child), sibling (including half siblings, step siblings or siblings related through adoption), grandchild, grandparent, the child or parent of the employee's spouse or domestic partner, any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship.

Use of safe and sick time will not be conditioned upon searching for or finding a replacement worker.

Unless advised otherwise, the COMPANY will assume, subject to applicable law, that employees want to use available safe and sick time for absences for reasons set forth above. Employees will be paid for such absences to the extent they have paid time available.

Employees will be advised of the amount of time accrued and used during a pay period and the total balance of accrued safe and sick time on the pay statement or other form of written documentation provided each pay period.

Notice and Documentation

Employees may make requests to use paid safe and sick time orally or in writing. Employees must provide reasonable advance notice of the need to use paid safe and sick time Human Resources if the need is foreseeable. Where the need is not foreseeable, employees should provide notice as early as practicable.

The COMPANY may require supporting documentation if employees use paid safe and sick time for more than three (3) consecutive workdays, to the maximum extent permitted by applicable law. Requests for documentation should not specify the reason for leave but should be limited to: (i) an attestation from a licensed medical provider supporting the existence of a need for the amount of safe/sick time taken; or (ii)

an attestation from an employee of their eligibility for safe/sick time. The COMPANY will not require the employee to pay any costs or fees associated with obtaining medical or other verification of eligibility for use of safe/sick time and will reimburse the employee to the extent the employee is charged a fee for providing supporting documentation requested by the COMPANY.

The COMPANY may take disciplinary action, up to and including termination, against employees who use safe and sick time provided under this policy for purposes other than those described above, to the maximum extent permitted by applicable law.

Confidentiality

The COMPANY will not ask the employee to provide details about the medical condition that led the employee to use sick time or the personal situation that led the employee to use safe time, and that any information the employer receives about the employee's use of safe/sick time will be kept confidential and not disclosed to anyone without the employee's written permission or as required by law.

The COMPANY will also not require the disclosure of confidential information relating to a mental or physical illness, injury or health condition or information relating to absence from work due to domestic violence, a sexual offense, stalking or human trafficking as a condition of providing safe and sick time. Moreover, the COMPANY cannot require that employees or a health care or service provider disclose personal health information or the details of the matter for which the employee requests safe leave under the New York City Paid Safe and Sick Leave Law. The COMPANY must keep information about employees or their family members obtained solely because of the Paid Safe and Sick Leave law confidential unless the employee consents to disclosure in writing or disclosure is required by law.

Payment

Safe and sick time will be paid at the same rate as the employee earns at the time the employee uses such time, unless otherwise required by applicable law, but no less than the applicable minimum wage. Safe and sick time will be paid no later than the payday for the next regular payroll period beginning after the safe and sick time was used. Use of paid time is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Employees may carry over any unused sick and safe leave to the following calendar year. However, employees only may use up to 56 hours in each calendar year. Unused safe and sick time will not be paid at separation.

Enforcement and Retaliation

Employees have the right to request and use safe and sick time and may file a complaint for alleged violations of this policy with the New York City Department of Consumer and Workforce Protection or the New York State Department of Labor. The COMPANY prohibits retaliation or the threat of retaliation against employees for exercising or attempting to exercise any right provided in this policy or interference with any investigation, proceeding or hearing related to or arising out of employee rights pursuant to this policy and applicable law.

Employees with questions concerning this policy should contact Human Resources.

WESTCHESTER COUNTY SAFE TIME LEAVE

Eligibility

COMPANY provides safe time leave to employees who work in Westchester County for more than 90 days in a calendar year and are victims of domestic violence or human trafficking.

Available Leave

Eligible employees are entitled to take up to 40 hours of paid safe time leave in any year. For purposes of this policy, the year is the 12-month period beginning January 1 and ending on December 31. Paid time off for such is covered under the employer's PTO benefit, not in addition to, or otherwise in accordance with this county regulation.

Usage

Employees can begin to use their safe time leave immediately. Safe time leave can be taken in full days and/or in increments.

Employees who are victims of domestic violence or victims of human trafficking may use safe time leave for the following reasons:

- to attend and/or testify in criminal court proceedings relating to domestic violence or human trafficking;
- to attend and/or testify in civil court proceedings relating to domestic violence or human trafficking; or
- to move to a safe location.

Unless the employee advises otherwise, the COMPANY will assume, subject to applicable law, that employees want to use available safe time leave for absences for reasons set forth above and they will be paid for such absences to the extent they have safe time leave available.

Employees are not required, as a condition of their use of safe time leave, to search for or find another employee to work during the time of their absence.

Notice and Documentation

Notice may be given orally, in writing or by electronic means. When possible, the request should include the expected duration of the absence. When the use of safe time leave is foreseeable, the employee shall make a good faith effort to provide notice to the employee's supervisor in advance and, when possible, shall make a reasonable effort to schedule the use of safe time leave in a manner that does not unduly disrupt the operations of the COMPANY.

Employees may be required to provide reasonable documentation that the safe time leave has been used for one of the enumerated purposes above. Documentation provided by the employee may include any one of the following:

- a court appearance ticket or subpoena;
- a copy of a police report;

- an affidavit from an attorney involved in the court proceeding relating to the issue of domestic violence and/or human trafficking; or
- an affidavit from an authorized person from a reputable organization known to provide assistance to victims of domestic violence and victims of human trafficking (such as My Sisters' Place).

Payment

Safe time leave is paid at the same rate as the employee earns from employment at the time the employee uses such time, unless otherwise required by applicable law. Use of safe time leave is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Unused safe time leave does not carry over from year to year and will not be paid upon separation.

Enforcement and Retaliation

Retaliation against employees who request or use safe time leave is prohibited. Employees have the right to file a complaint with the Department of Weights and Measures – Consumer Protection if they believe they have been denied safe time leave, retaliated against, or that their rights to safe time leave has been otherwise interfered with or restrained; or they may bring a civil action in the event of retaliation.

Employees with questions or concerns regarding this policy can contact Human Resources.

LACTATION BREAKS

Employees have the right to express breast milk in the workplace pursuant to federal and New York law.

COMPANY provides employees who are nursing with paid break time for 30 minutes and permits employees to use existing paid break time or meal time for time in excess of 30 minutes to express breast milk for the employee's nursing child each time such employee has a reasonable need to express breast milk for up to three (3) years after the birth of a child.

Upon request of an employee who chooses to express breast milk in the workplace, the COMPANY will designate a room or other location which will be made available for use by such employee to express breast milk. Such room or other location will be a place that is:

1. In close proximity to the work area,
2. Well-lit,
3. Shielded from view; and
4. Free from intrusion from other persons in the workplace or the public.

Such room or other location will provide, at minimum, a chair, a working surface, nearby access to clean running water, and, if the workplace is supplied with electricity, an electrical outlet. The room or location provided by the COMPANY for this purpose must not be a restroom or toilet stall.

If the sole purpose or function of such room or other location is not dedicated for use by employees to express breast milk, such room or other location will be made available to such employee when needed and

will not be used for any other purpose or function while in use by such an employee. The COMPANY will provide notice to all employees as soon as practicable when such room or other location has been designated for use by employees to express breast milk.

Where compliance with the lactation room requirements set forth above is impracticable because it would impose an undue hardship on the COMPANY by causing significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the COMPANY's business, the COMPANY will make reasonable efforts to provide a room or other location, other than a restroom or toilet stall, that is in close proximity to the work area where the employee can express breast milk in privacy.

If the workplace has access to refrigeration, the COMPANY will extend such access to refrigeration for the purposes of storing the expressed milk.

Employees may submit a request for a room or other location for use by employees to express breast milk by contacting Human Resources. The COMPANY will respond to such requests within five (5) business days.

Employees will not be discharged, threatened, penalized, or in any other manner discriminated against or retaliated against for exercising their rights under this policy and applicable law.

Employees should refer to the New York State Department of Labor's Policy on the Rights of Employees to Express Breast Milk in the Workplace, available at https://dol.ny.gov/system/files/documents/2024/06/p705-policy-on-the-rights-of-employees-to-express-breast-milk-in-the-workplace_-24-1.pdf, which was separately issued, for additional details.

Please consult Human Resources with questions regarding this policy.

NEW YORK CITY LACTATION ROOM

Pursuant to New York City, New York State and federal law, employees have a right to express breast milk in the workplace and the right to request access to a lactation room for purposes of expressing breast milk.

The COMPANY will provide a reasonable amount of unpaid break time or permit Employees to use paid break time or meal time to express breast milk for the employee's nursing child each time such employee has a reasonable need to express break milk for up to three (3) years after the birth of a child.

The COMPANY will provide a lactation room to such employees. For purposes of this policy, the term "lactation room" means a sanitary place, other than a restroom or toilet stall, that can be used to express breast milk shielded from view and free from intrusion and that includes at minimum an electrical outlet, a chair, a surface on which to place a breast pump and other personal items, and nearby access to running water. Unless doing so poses an undue hardship and such undue hardship exception is permitted by applicable law, the COMPANY will provide a lactation room in reasonable proximity to the employee's work area and a refrigerator suitable for breast milk storage also in reasonable proximity to the work area. If the room designated to serve as a lactation room is also used for another purpose, the sole function of the room will be as a lactation room while the employee is using the room to express breast milk. While the room is being used to express milk, notice will be provided that the room is given preference for use as a lactation room.

Employees may submit a request for a lactation room by contacting Human Resources. The COMPANY will respond to such requests within five (5) business days.

If two (2) or more employees need to use the lactation room at the same time, they should contact Human Resources so that arrangements can be made to ensure all individuals have access to the lactation room amenities. Options may include: finding an alternative clean space free from intrusion; sharing the space among multiple users; or creating a schedule for use.

Where compliance with the lactation room requirements set forth above is impracticable because it would impose an undue hardship on the COMPANY by causing significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure the COMPANY's business and such undue hardship exception is permitted by applicable law, the COMPANY will make reasonable efforts to provide a room or other location, other than a restroom or toilet stall, that is in close proximity to the work area where the employee can express breast milk in privacy and otherwise engage in a cooperative dialogue with the employee to discuss reasonable alternatives with the employee in an attempt to accommodate the employee's needs. For details regarding the cooperative dialogue process, please refer to the Reasonable Accommodation & Cooperative Dialogue policy.

If the workplace has access to refrigeration, the COMPANY will extend such access to refrigeration for the purposes of storing the expressed milk.

The COMPANY will not tolerate discrimination or harassment against any employee based on the request for or usage of lactation accommodations. Any discrimination, harassment, or other violations of this policy can be reported to Human Resources.

Please refer to the New York State Department of Labor's Policy on the Rights of Employees to Express Breast Milk in the Workplace which was separately issued at <https://dol.ny.gov/system/files/documents/2023/06/p705-policy-on-the-rights-of-employees-to-express-breast-milk-in-the-workplace-single.pdf> for additional details.

Employees can contact Human Resources with questions regarding this policy.

JURY DUTY LEAVE

COMPANY realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service, including fees received for jury duty service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

The COMPANY will compensate the juror with a fee of \$40 or the juror's regular wage (whichever is lower) for the first three (3) days of jury service. Exempt employees will be paid their full salary less jury duty fees for any week in which they performed work for the COMPANY and missed work due to jury service.

WITNESS LEAVE

Employees called to serve as a witness in a judicial proceeding must notify their supervisor as soon as possible.

Employees will not be compensated for time away from work to participate in a court case but may use available vacation and personal time to cover the period of absence.

Employees that appear in court to testify as a witness or victim, or to consult with a district attorney or obtain an order of protection, will not be disciplined or discharged for their absence.

VOTING LEAVE

Employees who are eligible to vote in an election and who do not have at least four (4) consecutive hours before or after work while polls are open may request up to two (2) hours with pay to be used at the beginning or the end of their normally scheduled workday as designated by the employer to enable them to vote.

Employees must notify COMPANY of their intention to take time off to vote at least two (2) working days prior to Election Day.

STATUTORY SHORT-TERM DISABILITY BENEFITS

COMPANY also provides statutory short-term disability insurance.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

FAMILY MILITARY LEAVE

Employees who work an average of at least 20 hours per week and are spouses of military members generally are entitled to up to 10 days of unpaid leave during any period when the spouse in the military is on leave from active duty. Prior notice is requested for staffing reasons. Employees will not be retaliated against for exercising their rights under this policy.

Leave runs concurrently with FMLA Qualifying Exigency leave to the extent both are applicable.

BONE MARROW DONATION LEAVE

Employees who work 20 or more hours per week are entitled to up to 24 hours of unpaid leave for the purposes of donating bone marrow. Verification of donation and the length of necessary leave may be required by the COMPANY. Reasonable notice of leave must be provided. Employees may use accrued paid time off for this purpose.

BLOOD DONATION LEAVE

Employees who work an average of at least 20 hours per week are eligible for up to three (3) hours of unpaid leave in any 12-month period for donating blood. Employees must provide advance notice of at least

three (3) working days of their intention to avail themselves of this leave, except in emergency situations. Employees may use accrued paid time off for this purpose.

STATE PAID FAMILY LEAVE

Eligibility Requirements

Employees who have a regular work schedule of 20 or more hours per week and have been employed at least 26 consecutive weeks before the date Paid Family Leave (PFL) begins (or who have a regular work schedule of less than 20 hours per week and have worked at least 175 days to the date PFL begins) are eligible for PFL. Paid time off can be counted toward the employee's eligibility determination. Employees are eligible for PFL regardless of citizenship and/or immigration status. Employees have the option to file a waiver of PFL and therefore not be subject to deductions when their regular employment schedule is:

- 20 or more hours per week but the employee will not work 26 consecutive weeks; or
- fewer than 20 hours per week and the employee will not work 175 days in a 52-consecutive-week period

Entitlement

PFL is available to eligible employees for up to 12 weeks within any 52-consecutive-week period. PFL is available for any of the following reasons:

- to participate in providing care, including physical or psychological care, for the employee's family member (child, stepchild, or anyone for whom the employee has legal custody, spouse, domestic partner, parent, stepparent, parent-in-law, sibling, grandchild, or grandparent) with a serious health condition;
- to bond with the employee's child during the first 12 months after the child's birth, adoption, or foster care placement; or
- for qualifying exigencies, as interpreted by the Family and Medical Leave Act (FMLA), arising out of the fact that the employee's spouse, domestic partner, child or parent 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.

For purposes of this policy, family member includes the employee's child, spouse, domestic partner, parent, grandchild, grandparent, or sibling "Child" means a biological, adopted, or foster son or daughter, a stepson or stepdaughter, a legal ward, a son or daughter of a domestic partner, or the person to whom the employee stands *in loco parentis*. "Parent" means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood *in loco parentis* to the employee when the employee was a child. "Grandchild" means a child of the employee's child. "Grandparent" means a parent of the employee's parent. "Sibling" means a biological or adopted sibling, a half-sibling, or stepsibling.

The 52-consecutive-week period is determined retroactively with respect to each day for which PFL benefits are currently being claimed.

PFL benefits are financed solely through employee contributions via payroll deductions.

The weekly monetary benefit will be 67 percent of the employee's average weekly wage up to 67 percent of the state average weekly wage.

The COMPANY and the employee may agree to allow the employee to supplement PFL benefits up to their full salary with paid time off, to the maximum extent permitted by applicable law.

The employee who is eligible for both statutory short-term disability benefits and PFL during the same period of 52-consecutive-calendar weeks may not receive more than 26 total weeks of disability and PFL benefits during that period of time. Statutory short-term disability benefits and PFL benefits may not be used concurrently. If the employee is unable to work and qualifies for workers' compensation benefits, the employee may not use PFL benefits at the same time the employee is receiving workers' compensation benefits. The employee receiving reduced earnings may be eligible for PFL.

PFL may not be taken for any one of, or for a combination of, the following reasons:

- for a birth mother's pregnancy or prenatal conditions;
- for the employee's own health condition; and/or
- for the employee's own qualifying military event.

Definition of a Serious Health Condition

A serious health condition is an illness, injury, impairment or physical or mental condition including transplantation, preparation, and recovery from surgery related to organ or tissue donation, that involves inpatient care in a hospital, hospice or residential health care facility; or continuing treatment or continuing supervision by a health care provider.

Use of Leave

The employee does not need to use this leave entitlement in one (1) block. Leave can be taken intermittently in daily increments. Leave taken on an intermittent basis will not result in a reduction of the total amount of leave to which the employee is entitled beyond the amount of leave actually taken.

Employee Responsibilities

The employee must provide 30 days' advance notice before the date leave is to begin if the qualifying event is foreseeable. When 30 days' notice is not practicable for reasons such as a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, the employee must provide notice as soon as practicable and generally must comply with the COMPANY's normal call-in procedures. Failure by the employee to give 30 days' advance notice of a foreseeable event may result in partial denial of the employee's benefits for a period of up to 30 days from the date notice is provided.

Employees must provide sufficient information to make the COMPANY aware of the qualifying event and the anticipated timing and duration of the leave. Employees must specifically identify the type of family leave requested. Employees also must provide medical certifications and periodic recertification or other supporting documentation or certifications supporting the need for leave. The employee requesting PFL must submit a completed Request for Paid Family Leave or PFL-1 form and additional certification form(s) as follows to the COMPANY's insurance carrier: 1) Bonding Certification: PFL-2 Form plus documentation; 2) Health Care Provider Certification: PFL-4 Form plus Personal Health Information (PHI) Release (PFL-3 Form); or 3) Military Qualifying Event: PFL-5 Form plus documentation. These documents are available from Human Resources.

The COMPANY's insurance carrier is **INSERT NAME**.

To submit a request for PFL, employees must complete the employee's portion of the insurance carrier's PFL-1 Form, and submit it to Human Resources. The COMPANY will complete its section of the form and will return it to the employee within three (3) business days. If the COMPANY fails to respond, employees may submit all materials directly to the insurance carrier. Depending on the type of PFL leave employees are seeking, employees will be required to complete additional PFL forms as described in the communication that employees will receive from the insurance carrier. Employees must submit the completed PFL forms before or within 30 days after the start of their leave. The insurance carrier must pay or deny leave requests within 18 calendar days of receiving the employee's completed forms.

Job Benefits and Protection

During any PFL taken pursuant to this policy, the COMPANY will maintain coverage under any existing group health insurance benefits plan as if the employee had continued to work. The employee must make arrangements with Human Resources prior to taking leave to pay their portion of any applicable health insurance premiums each month.

The COMPANY's obligation to maintain health insurance coverage ceases if the employee's premium payment is more than 30 days late. If the employee's payment is more than 15 days late, the COMPANY will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date.

Employees who exercise their right to PFL will, upon the expiration of that leave, be entitled to be restored to the position they held when the leave commenced, or to a comparable position with comparable benefits, pay and other terms and conditions of employment. The taking of leave covered by PFL will not result in the loss of any employment benefit accrued before the date on which the leave commenced. While on PFL, employees will not continue to accrue sick or vacation time.

Leave Concurrent with FMLA

The COMPANY will require the employee who is entitled to leave under both the Family & Medical Leave Act (FMLA) and PFL to take PFL concurrently with any leave taken pursuant to the FMLA. When the total hours taken for FMLA in less than full-day increments reaches the number of hours in the employee's usual workday, the COMPANY may deduct one (1) day of PFL from the employee's annual available PFL.

Questions and/or Complaints About PFL

If employees have any questions regarding this policy, they should contact Human Resources. For additional information concerning leave entitlements and obligations that might arise when PFL is either not available or exhausted, employees should consult the COMPANY's other leave policies or contact Human Resources. The COMPANY is committed to complying with the PFL and will interpret and apply this policy in a manner consistent with the PFL. Employees who disagree with a denial of their claim for PFL may submit their dispute to arbitration. Employees will be provided with information about how to request arbitration.

Employees are protected from discrimination and retaliation for requesting or taking PFL. If employees believe their rights have been violated and/or they have been denied job restoration as a result of requesting and/or taking PFL, they must send Human Resources a formal request for job reinstatement using the Formal Request for Reinstatement Regarding Paid Family Leave (Form PFL-DC-119), which can be found

in the forms section of <https://www.ny.gov/PaidFamilyLeave>. Employees must file the completed form with the COMPANY and send a copy to: Paid Family Leave, P.O. Box 9030, Endicott, NY 13761-9030.

If the COMPANY does not comply with the employee's request for reinstatement within 30 days, the employee may file a PFL discrimination complaint with the Workers' Compensation Board using the Paid Family Leave Discrimination Complaint (Form PFL-DC-120), which is also available on the New York PFL website. Once the employee's complaint is received, the Board will assemble the employee's case and schedule a preliminary hearing in front of a workers' compensation law judge.

NEW YORK: RECEIPT OF NON-HARASSMENT POLICY

It is COMPANY's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). The COMPANY also prohibits retaliation as defined below. All such conduct will not be tolerated by the COMPANY.

The COMPANY is committed to a workplace free of harassment (including sexual harassment) and retaliation. These behaviors are unacceptable in the workplace and in any work-related settings such as business trips and COMPANY-sponsored social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor or other third party. In addition to being a violation of this policy, harassment (including sexual harassment) and retaliation based on any protected characteristic as defined by applicable federal, state or local laws are unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment are unlawful.

Definition of Harassment

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion toward an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Definition of Sexual Harassment

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

- unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
- obscene or vulgar gestures, posters or comments;
- sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
- propositions or suggestive or insulting comments of a sexual nature;
- derogatory cartoons, posters and drawings;
- sexually-explicit e-mails, text messages or voicemails;
- uninvited touching of a sexual nature;
- unwelcome sexually-related comments;
- conversation about one's own or someone else's sex life;
- conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
- teasing or other conduct directed toward a person because of the person's gender.

Definition of Retaliation

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

- any action that would discourage the employee from reporting harassment (including sexual harassment) or retaliation;
- shunning and avoiding an individual who reports harassment (including sexual harassment) or retaliation;
- express or implied threats or intimidation intended to prevent an individual from reporting harassment (including sexual harassment) or retaliation; and
- denying employment benefits because an applicant or employee reported or encouraged another employee to report harassment (including sexual harassment) or retaliation or participated in the reporting and investigation process described below.

Reporting Procedures

If the employee believes someone has violated this policy, the employee should promptly bring the matter to the immediate attention to Human Resources at the following address **CONTACT 1** and phone number **PHONE** or to the Manager at the following address **CONTACT 2** and phone number **PHONE**.

If the person toward whom the complaint is directed is one of the individuals indicated above, employees should contact any higher-level manager in their reporting hierarchy.

Written complaints can be submitted internally using the form provided in this handbook.

If the employee makes a complaint under this policy and has not received an initial response within five (5) business days, the employee should contact the President immediately at the following address **CONTACT 3** and phone number **PHONE**.

Every supervisor who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, or who otherwise is aware of conduct in violation of this policy, must immediately report the issues raised or conduct to Human Resources.

Investigation Procedures

Upon receiving a complaint, the COMPANY will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy to ensure due process for all parties. To the extent possible, the COMPANY will endeavor to keep the reporting individual's concerns confidential. However, complete confidentiality may not be possible in all circumstances. All individuals are required to cooperate in all investigations conducted pursuant to this policy.

During the investigation, the COMPANY generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Upon completion of the investigation, the COMPANY will determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The COMPANY will inform the complainant and the accused of the results of the investigation.

The COMPANY will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the COMPANY determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension or immediate termination. Anyone, regardless of position or title, whom the COMPANY determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination. This includes individuals engaging in harassment (including sexual harassment) or retaliation, as well as supervisors who fail to report violations of this policy, or knowingly allow prohibited conduct to continue. Individuals who engage in conduct that rises to the level of a violation of law can be held personally liable for such conduct.

Legal Protections and External Remedies

Aside from the internal complaint process at the COMPANY, individuals may choose to pursue external legal remedies with the following governmental entities.

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 HRL 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 (3) years of the sexual harassment or within one (1) year of any other harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three (3) years of the alleged 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 the time to file with DHR or in court.

An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate complaints 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 the 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; (718) 741-8400; www.dhr.ny.gov.

Contact DHR at (888) 392-3644 or visit 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.

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 individual 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 or via email at 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 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, those 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.

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.

Remember, COMPANY cannot remedy claimed harassment (including sexual harassment) or retaliation unless individuals bring these claims to the attention of management. Please report any conduct that violates this policy.

I have read and I understand COMPANY's Non-Harassment Policy.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.