



# THE JOINT INDUSTRY BOARD OF THE ELECTRICAL INDUSTRY

## EMPLOYEE HANDBOOK

**Adopted by THE EDUCATIONAL & CULTURAL TRUST FUND, JIB  
SERVICES LLC, & JIB MEDICAL, P.C.**



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## **EMPLOYMENT AT-WILL DISCLAIMER**

Unless your employment is covered by a Collective Bargaining Agreement (“CBA”) or a separate employment agreement, your employment by the Joint Industry Board of the Electrical Industry (the “JIB” or the “Joint Industry Board”), the Educational & Cultural Trust Fund, JIB Services, LLC, or JIB Medical, P.C. (all collectively referred to hereinafter as “Employer”) is “at-will.” This means that either the Employer or the employee may terminate the employment relationship at any time, with or without notice, for any reason or for no reason (except as otherwise set forth in an executed employment agreement, collective bargaining agreement, or under law). Nothing in this employee handbook, nor any oral or written representation by any employee, official or manager of the Employer, other than a written contract signed by you and an authorized officer of the Employer specifying an employment term, can modify the at-will nature of your employment.

The Employer’s policies and procedures, including those stated in this handbook and the handbook itself, are not to be interpreted as promises or contracts of any kind, real or implied, between the Employer and its employees. The Employer reserves the right to amend, alter or terminate, in whole or in part, any policies or procedures at any time, with or without notice.

The Employer’s benefit plans and programs, which are described in separate materials or the JIB INTRANET, may be referenced in this handbook. All benefits to which employees may be entitled are subject to the terms and conditions set forth in the plan documents by which they are governed, and the Employer shall have the sole discretion to determine benefit eligibility and interpret the terms and conditions of any such benefit plans or programs along with the applicable Plan Trustees, subject to the provisions in a CBA or separate employment agreement which may govern. The Employer reserves the right to amend, alter or terminate, in whole or in part, any benefit plan or program at any time in its sole discretion, in accordance with applicable laws and subject to the provisions in an applicable CBA or separate employment agreement.



## **INTRODUCTION**

We are pleased to have you join the Employer, where an interesting, rewarding, and challenging employment experience awaits you! We have written this Employee Handbook (the “Handbook”) as a guide and to answer questions you may have concerning the Employer’s organization and its policies. The Handbook was developed to describe some of the expectations we have of our employees and to outline some of the policies governing employment, as well as the programs and benefits available to eligible individuals. Employees of the Employer are required to familiarize themselves with the contents of this Handbook and the JIB INTRANET, as well as all other applicable Employer policies and procedures.

Being a part of the Employer is a special responsibility. Everything we do, at all times, reflects upon the Employer. Employees are expected to be fair, ethical, and honest and to behave appropriately. Both individually and collectively, we represent the Employer to the electrical industry in the United States and abroad. By conducting ourselves with mutual respect, dignity, and integrity, we preserve, protect, and enhance the Employer’s reputation and goals.

**This Handbook is not a contract.** Neither is it intended to replace the contracts or agreements negotiated among the collective bargaining units of the Employer and the respective memberships of Local 153 OPEIU, Local 32 BJ SEIU, and Local 3 IBEW, or any other Union recognized as the bargaining representative of our employees.

Those employees who are not a party to a collective bargaining unit are, under applicable law, “at-will” unless they have an individual employment agreement. Although we hope that your employment relationship with the Employer will be long and fruitful, either you or the Employer may terminate such “at-will” employment relationship at any time.

Personnel practices, benefits, and procedures are subject to modification and further development. For this reason, our employee policies and this Handbook are consistently under review and may be changed from time to time. To the extent any portion of the Handbook conflicts with formal plans, including summary plan descriptions, written employment agreements, collective bargaining agreements, other legal documents, or state and federal law(s), such formal documents and/or laws shall govern. The Employer reserves the right, in its sole discretion, to alter, amend, or terminate, in whole or in part, any policies or procedures in the Handbook or accompanying policies or on the JIB INTRANET at any time, with or without notice. While the Handbook and policies may be modified at any time to ensure compliance with applicable law, this Handbook is also subject to annual revision to remain compliant with legislation and current employment trends.

We believe that the Employer is a positive place to work, with a competitive salary, collegial environment, convenient location, and excellent benefits.

We wish you the best of luck in your position and hope that your employment relationship with the Employer will be a rewarding and fulfilling experience!



## **ANTI-DISCRIMINATION AND ANTI-RETALIATION POLICIES**

### ***A. EQUAL EMPLOYMENT OPPORTUNITY***

The Employer strictly adheres to a policy of equal employment in its hiring, recruiting, training and development, work assignments, compensation, promotions, and all other aspects of the employment relationship by prohibiting discrimination and retaliation of any kind and in any form against any employees or applicants on the basis of their religion, race, creed, color, sex, sexual orientation, gender identity or expression, transgender status, nursing-mother status, sexual and reproductive health, alienage or citizenship status, national origin, age, marital status, handicap, disability, qualified veteran status or any other characteristic or class protected by federal and New York law. Each individual has the right to work in a professional environment that promotes equal employment opportunities and prohibits discriminatory and retaliatory employment practices.

The Employer maintains personnel policies and practices that are consistent and in compliance with the obligations imposed by Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990 and all other applicable federal, state and local anti-discrimination laws as they may be amended from time to time. All employees are expected and required to cooperate to achieve the goal and mandate of a non-discriminatory and harassment-free workplace.

### ***B. REASONABLE ACCOMMODATION***

The Employer is committed to providing reasonable accommodation for (i) the legally cognizable disability of an employee, in order to facilitate that employee's performance of the essential functions of his or her job and (ii) the religious beliefs and practices of an employee. The Employer will engage in a dynamic interactive process to meet the reasonable accommodation requests of its employees. The Employer is committed to honoring the reasonable accommodation requests of its employees so long as such requests do not impose an undue hardship upon the Employer.

### ***C. HARASSMENT AND DISCRIMINATION, GENERALLY***

All forms of illegal discrimination, including discriminatory harassment, are prohibited by the Employer, which is committed to maintaining a working environment free from discriminatory harassment, whether based on religion, race, creed, color, sex, sexual orientation, gender identity or expression, transgender status, nursing-mother status, sexual and reproductive health decisions, alienage or citizenship status, national origin, age, marital status, handicap, disability, qualified veteran status or any other characteristic or class protected by federal and New York State and City law. It is a violation of the law, and expressly against Employer policy, for any employee, or other person over whom the Employer has control, to engage in any conduct that denigrates or





demonstrates any hostility or aversion towards an individual because of his or her religion, race, creed, color, sex, sexual orientation, gender identity, nursing-mother status, alienage or citizenship status, national origin, age, marital status, handicap, disability, qualified veteran status or any other characteristic or class protected by law, and that (i) has the purpose or effect of creating a hostile working environment, (ii) has the purpose or effect of unreasonably interfering with an individual's work performance, or (iii) otherwise adversely affects an individual's employment opportunities or working relationship with the Employer.

**GENDA.** The Employer expressly prohibits discrimination against any employee for their gender identity or expression, including a person's actual or perceived gender-related identity, appearance, behavior, expression, or other gender-related characteristic regardless of the sex assigned to that person at birth, including, but not limited to, the status of being transgender, and in accordance with the New York's Gender Expression Non-Discrimination Act ("GENDA").

**Lactation Policy.** The Employer is committed to providing a supportive and encouraging workplace environment to enable nursing-mother employees to express their breastmilk during normal work hours. No such employee who chooses to express breast milk in the workplace shall be discriminated against in any form. Neither will the Employer tolerate any hostility or retaliation toward such employee. Supervisors and co-workers are reminded to respect and be sensitive to an employee's decision to nurse their child. In accordance with Section 7(r) of the Fair Labor Standards Act, Sections 8-102 and 8-107 of the Administrative Code of the City of New York, and Section 206-c of the New York State Labor Law, the Employer provides all of its employees with the right to take reasonable unpaid break time, or use regularly scheduled paid break or meal periods, for the purpose of expressing breastmilk for their nursing child in a lactation room for up to three years after that child's birth. Employees should review and follow the Employer's LACTATION IN THE WORKPLACE POLICY FOR NURSING MOTHERS, which accompanies this Handbook.

Examples of other unlawful harassment may include, but are not limited to, making jokes focusing on an individual's religion, race, creed, color, sex, sexual orientation, gender identity or expression, transgender status, nursing-mother status, sexual or reproductive health decisions, alienage or citizenship status, national origin, age, marital status, handicap, disability, qualified veteran status or any other characteristic protected by law; using epithets or slurs; mocking, ridiculing or mimicking another's culture, accent, appearance, clothes, or customs; and displaying sexually explicit or racially derogatory material. Furthermore, the use of the internet or e-mail system or other business equipment for the purposes of displaying or transmitting offensive or otherwise inappropriate material is strictly prohibited.

This policy applies to all harassment occurring in the work environment whether on Employer premises or off premises in work-related settings, such as during business travel or at Employer-sponsored social functions, and applies regardless of the gender



identity or expression of the individuals involved or the hours that such conduct occurs. This policy covers all employees of the Employer, including applicants for employment and third parties over whom the Employer has control.

#### **D. *SEXUAL HARASSMENT, SPECIFICALLY***

Sexual harassment is not only a violation of the Employer's policy, it is also a violation of the law. The Employer maintains a separate SEXUAL HARASSMENT POLICY, which is provided along with this Handbook. The Employer SEXUAL HARASSMENT POLICY fully details the Employer's policies and procedures regarding sexual harassment, including, but not limited to, examples of sexual harassment, how it will not be tolerated in any form, the reporting, investigation, and complaint procedure if sexual harassment occurs, the Employer's anti-retaliation policy, supervisor responsibilities, and legal resources available to its employees.

The Employer prohibits all forms of sexual harassment, including, but not limited to, unwelcome sexual advances, "quid pro quo" arrangements, a hostile work environment, requests for sexual favors, or other verbal or physical conduct of a sexual or gender-based nature when it may reasonably be perceived that:

- submission to such conduct either is explicitly or implicitly a term or condition of employment;
- submission to or rejection of such conduct is used as a basis for employment decisions including, but not limited to, promotion, discharge or performance evaluation; or
- such conduct, whether committed by a supervisor or co-worker, has the purpose or effect of materially and adversely interfering with an individual's ability to perform a job by creating an intimidating, hostile, humiliating or sexually offensive working environment.

Examples of improper conduct may include, but are not limited to, unwelcome sexual advances, requests for sexual favors, rewards for granting (or punishment for not granting) sexual favors, sexual remarks or jokes, inappropriate touching, gesturing or physical interference which impedes or blocks another's movement, or demeaning posters, cartoons, photographs, or drawings.

The Employer's sexual harassment policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business, regardless of immigration status, with the Employer. Any employee of the Employer, including supervisors and manager, who retaliates against anyone involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination.



All **supervisors and managers** of the Employer who (i) receive a complaint or information about suspected sexual harassment, (ii) observe what may be sexually harassing behavior, or (iii) for any reason suspect that sexual harassment is occurring or has occurred, **are required to immediately report such suspected sexual harassment** to the Director of Human Resources or Director of Administration of the Employer.

For further detail on Employer's sexual harassment policies, employees are required to review the accompanying Employer SEXUAL HARASSMENT POLICY provided along with this Handbook.

#### **E. COMPLAINT PROCEDURE**

It is the responsibility of every employee to further the implementation of the Employer's policies forbidding discrimination, harassment, and sexual harassment and to ensure compliance within each department.

All complaints will be investigated promptly and thoroughly. Because discrimination, harassment, and sexual harassment issues can be sensitive, reasonable efforts will be taken to protect the privacy of all parties involved. However, confidentiality cannot be assured because it may be necessary to discuss allegations with the accused individual and/or others in order for the Employer to conduct a thorough investigation. As with any other investigation conducted by the Employer, employees involved in an investigation must:

- cooperate fully;
- be completely honest and forthcoming; and
- agree to limit the flow of information only to those who need to know as determined by the Employer.

If, after investigation, an employee is found to have engaged in unacceptable or unlawful discriminatory conduct, harassment and/or sexual harassment, the Employer will take such prompt remedial action as it deems reasonably necessary under the circumstances to both stop the inappropriate conduct and prevent it from recurring in the future. Depending on the circumstances, appropriate remedial action may take the form of disciplinary action, up to and including termination of employment. If an investigation results in a finding that an employee knowingly submitted a fraudulent claim, or a witness knowingly made a false statement, disciplinary action may be taken, up to and including termination of employment.

For **reporting any sexual harassment claims**, a copy of the sexual harassment Complaint Form is included with the JIB SEXUAL HARASSMENT POLICY provided with this Handbook, and all employees are encouraged to use this sexual harassment Complaint



Form. Employees who are reporting sexual harassment on behalf of other employees should also use this Complaint Form and note that it is on another employee's behalf.

#### **F. ANTI-RETALIATION POLICY**

Individuals who report incidents of discrimination, harassment and/or sexual harassment in good faith, or who cooperate in an investigation regarding any such allegations, shall not be subject to any form of retaliation.

Any employee who believes that he or she has been retaliated against, or who believes that he or she has witnessed any form of unlawful retaliation, is required to report it immediately to his or her supervisor or, if the employee is uncomfortable doing so, then he or she should report the incident to the Employer's Director of Human Resources. Any person found to have retaliated against an individual for reporting discrimination, harassment, and/or sexual harassment, or for participating in an investigation of allegations of any such conduct, shall be subject to disciplinary action, up to and including termination of employment.

**Whistleblower Protection.** A "whistleblower" is any employee who reports to a public body or is about to report to a public body on a matter of public concern, or an employee who participates in a court action, an investigation, a hearing, or an inquiry held by a public body on a matter of public concern, related to any conduct reasonably considered to be illegal, dishonest, unethical, or otherwise improper. The Employer will not retaliate against any such whistleblower for good faith complaints. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact the Director of Human Resources immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, a whistleblower's identity may have to be disclosed to conduct a thorough investigation, to comply with applicable law, and/or to provide accused individuals of their legal rights of defense.

Any questions regarding this anti-retaliation and whistleblower policy are to be directed to the Director of Human Resources.

#### **G. EMPLOYEE ISSUES AND CONCERNS & AN "OPEN DOOR" POLICY**

The Employer promotes and encourages an atmosphere in which employees can talk freely with members of management about any business-related matters or concerns. Employees should discuss any problems with their immediate supervisor or the Director of Human Resources so that appropriate action may be taken. Employees should first raise any issues or concerns relating to their employment with their immediate supervisor or manager. If an immediate supervisor or manager is unable to resolve the problem (or



is the initial cause of the employee's concern), the employee should contact their union representative or the Director of Human Resources regarding the issue.

#### **H. *FRATERNIZATION***

There are special risks in any intimate relationship between individuals holding inherently unequal positions, and parties in such a relationship generally assume their own risks. In the context of employment, however, the potential for conflicts of interest, exploitation, favoritism, possible claims of sexual harassment, and bias inherent in such relationships threatens to undermine work productivity and/or the integrity of necessary evaluative or supervisory processes. Thus, it is in the interest of the Employer, and its employees, to foster a clear understanding regarding the risks associated with consensual intimate, romantic, or sexual relationships in the workplace where a definite power differential exists between the parties involved.

Although conflicts of interest that arise in connection with consensual sexual relationships in the workplace are sometimes resolvable, when such relationships involve a power differential, the potential for serious consequences remains high. Individuals entering into relationships between supervisors and subordinates must recognize that:

- Reasons for entering such a relationship may be a function of the power differential;
- Even in a seemingly consensual relationship where power differentials exists, there are limited after-the-fact defenses against charges of sexual harassment; and,
- The individual with the power in the relationship will bear the burden of accountability.

The Employer desires to avoid misunderstandings, actual or potential conflicts of interest, complaints of favoritism, possible claims of sexual harassment, and the employee morale and dissension problems that can potentially result from romantic relationships involving managerial or supervisory employees with subordinates. Therefore, Employer managers and supervisors are strongly discouraged from becoming intimately, romantically, or sexually involved with any another employee.

Nevertheless, where such a consensual sexual relationship exists between power-differentiated parties in the workplace, the person in the position of greater power bears the primary burden of accountability, and must ensure that he or she does not exercise any supervisory or evaluative function over the other person in the relationship. At a minimum, appropriate arrangements must be made to preserve objective decision-making with regard to the subordinate employee. Where recusal is required, the recusing party must also notify his or her supervisor, so that the supervisor can exercise



his or her responsibility to evaluate the adequacy of the alternative supervisory or evaluative arrangements to be put in place. To reiterate, the responsibility for recusal and notification rests with the person in the position of greater power. Failure to comply with these recusal and notification requirements is a violation of this policy, and therefore grounds for discipline, including demotion, transfer, or termination.

Additionally, all employees should exercise caution should they become intimately, romantically, or sexually involved with a co-worker; employees should refrain from doing so if a reasonable person could view the personal relationship in question as presenting a conflict of interest, causing disruption, creating a negative, hostile, or unprofessional work environment, or presenting concerns regarding supervision, safety, security, or morale. Thus, an employee who is intimately, romantically or sexually involved with a manager, supervisor, or other fellow employee in a potentially problematic manner, should immediately and fully disclose the relevant circumstances to his or her supervisor or the Director of Human Resources so that a determination can be made as to whether that relationship is contrary to this policy. If a determination is made by the Employer that the relationship is actually problematic, it may take whatever action is appropriate under the circumstances.

Nothing herein is intended to inhibit or prohibit the positive collegial association or the right of any individual to engage in constitutionally or statutorily-protected activity in the workplace. Neither is the provision intended to obviate a supervisor or manager's obligation to report any form of sexual harassment.





## **BEHAVIOR AND PERFORMANCE IN THE WORKPLACE**

### **A. *CODE OF CONDUCT***

The successful operation and reputation of the Employer is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of both the spirit and the letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of the Employer is dependent upon the trust of the participants in the Plans we administer, and we are dedicated to preserving that trust. Likewise, employees owe a duty to the Employer to act in a way that will merit the continued trust and confidence of the individuals that we serve.

The Employer will comply with all applicable laws and regulations and expects its employees to conduct business in accordance with the letter and spirit of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

The Employer values its reputation for integrity and fair dealing and expects its employees to conduct themselves in a manner consistent with the highest legal, ethical and business standards. In this regard, the Employer has established this *Code of Conduct*. All employees should be fully aware of the Employer's expectations and are required to read the *Code of Conduct* and comply with its provisions.

Employees should generally conduct themselves in the spirit of all Employer policies and procedures, ensuring that they maintain the highest standards of ethics and continuously aim to protect the Employer's reputation. When proposing a course of action, consideration should always be given to its compliance with all applicable laws and regulations and whether it could cause embarrassment to oneself, colleagues, or the Employer before committing to take such action. To that end, employees must avoid not only actual misconduct, but also any appearance of impropriety.

Compliance with this code of business ethics and conduct is the responsibility of every employee. Failure to comply with Employer policies and procedures in this regard will constitute grounds for disciplinary action, which could potentially include dismissal. Where appropriate, the situation may also require referral to relevant federal and/or state regulatory authorities or organizations. Employees may also be held personally liable for any improper or illegal acts committed during their employment. Such liability could subject an employee to civil or criminal penalties, regulatory sanction, and disciplinary action by the Employer, up to and including dismissal.

In general, the use of common sense and good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be



discussed openly with your immediate supervisor, your shop steward, or the Director of Human Resources.

## **B. *PERSONAL APPEARANCE AND DRESS CODE & GROOMING POLICY***

Employees shall review and follow the DRESS CODE & GROOMING POLICY of the Employer, which accompanies this Handbook.

The Employer strives to maintain a professional atmosphere that is productive, conducive to our business environment, contributes to the morale of all employees, and projects an image of mutual respect, efficiency, and professionalism to all members of IBEW Local Union #3, visitors, and the Employer itself.

Employees must exercise common sense and good judgment regarding their clothing and appearance in the workplace and dress in a neat and appropriate manner that is consistent with the requirements of their job duties and goals of the DRESS CODE & GROOMING POLICY. Generally, employees should maintain a clean, organized, and tidy appearance in the workplace and dress in professional business attire. Employees are expected to observe and practice good personal hygiene.

Any employee that requires a reasonable accommodation for dress or grooming for reasons based upon religion, disability, or other grounds protected by federal, state, or local laws must immediately notify the Director of Human Resources. A reasonable accommodation in dress and/grooming based upon such protected class or disability will be granted unless it would cause an undue hardship on the Employer. No employee shall be retaliated against in any form for requesting such reasonable accommodation.

Employees who are not dressed in proper professional attire or appropriate grooming consistent with the DRESS CODE & GROOMING POLICY will be considered unsuitable to work and may be asked to go home and return to work appropriately dressed or groomed. In such a case, the employee will be sent home on Personal Time, or in the event the employee has no Personal Time remaining, will not be compensated for time spent away from work. Employees who disregard the DRESS CODE & GROOMING POLICY and its standards will also be subject to discipline.

Any other questions about the requirements of the DRESS CODE & GROOMING POLICY or what constitutes appropriate workplace attire or grooming should be directed to the Director of Human Resources.

The Employer reserves the right to change, modify, amend, or delete the provisions of its DRESS CODE & GROOMING POLICY at any time with or without notice.





### **C. USE OF OFFICE TELEPHONES AND PERSONAL CELL PHONES**

The use of personal cell phones at your desk or anywhere in your department is forbidden and may result in disciplinary action. The length of office telephone calls is monitored. In addition, management receives reports as to an employee's telephone activity. You may be asked to justify any personal calls.

### **D. MEDIA CONTACT**

Certain activities of an employee outside of work can directly or indirectly affect the Employer. Employees should exercise judgment before taking part in any activity that could negatively impact the Employer's mission or reputation. If an employee believes that an activity he or she undertakes (or plans to undertake) outside of work has the potential to (or does in fact) attract any media attention, he or she must immediately alert the Director of Human Resources to determine the best course of action. If any employee receives a threat of litigation or is served with a lawsuit, either of which may result in media scrutiny, he or she must also immediately notify the Director of Human Resources.

### **E. ELECTRONIC COMMUNICATIONS**

The Employer must be able to secure its network and computer systems in a reasonable and economical manner against unauthorized access, disclosures, use or abuse, while at the same time making such systems accessible to authorized users for *legitimate* business purposes. Accordingly, as a condition of employment with the Employer, all employees are required to read, acknowledge, and strictly comply with the Employer's policies and procedures regarding electronic communications. Electronic communications relate to any form of written messages, visual images, or data files transmitted by electronic means or accessed using the Employer's network and systems, as well as the use of any internet or web-browsing facilities, whether or not specific written messages are communicated ("Electronic Communications").

In recent years, the use of Electronic Communications as a business tool has increased and become embedded in the Employer's business processes. As a corollary, inappropriate use of Electronic Communications poses considerable risk to the Employer, necessitating the implementation of policies which clearly communicate the Employer's expectations regarding the use of Electronic Communications and Employer's systems, network, and technology.

The aim of this policy is to ensure that employees understand their obligations and responsibilities when using Electronic Communications and the Employer's electronic information systems. This policy applies to all users of the Employer's electronic information systems, either at one of their office locations or from an authorized remote location. Inappropriate or unauthorized use of email and/or the internet is inconsistent with the Employer's business objectives, violates the Employer's standards of ethics and



professional conduct, and will lead to appropriate disciplinary action, up to and including, termination.

## **1. Electronic Mail (“e-mail”) Policy**

### **a. Drafting e-mail**

The Employer provides internal and external e-mail capabilities to employees for business purposes only. Electronic Communications provide an efficient way to communicate with others. Nevertheless, all employees must remember that e-mail’s relative ease of use is not a license for non-business related communication or unprofessional conduct - employees must exercise good judgment, forethought, and common sense when creating and distributing e-mail messages, both internally and externally.

Employees are required to use Employer-approved e-mail when communicating for, or on behalf of, the Employer. When sending Employer information or documents, employees are not to use private e-mail accounts, unless given permission to so do. In such a circumstance, it is imperative that the employee copy their Employer e-mail address on the message.

You should be aware that whenever you send e-mail, your name, user ID, and location are included in each e-mail message and that the messages can be as permanent as (or even more so than) conventionally mailed letters and materials.

E-mail can be archived in any system through which it passes. Deleting e-mail from your inbox does not necessarily remove it from the Employer’s electronic information systems. Accordingly, employees should consider each e-mail message to be a letter and compose it accordingly. Do not write anything in an e-mail message that you would not want disclosed in a legal or other proceeding. This is true for external as well as internal e-mail.

Each employee will be held accountable for ensuring that his or her use of the Employer’s electronic information system is not offensive, rude, or otherwise prohibited.

All employees are responsible for making sure that the Employer’s disclaimer is located on each outgoing e-mail. The disclaimer should read as follows:

This message and any attachments are solely for the intended recipient and may contain confidential or privileged information. If you are not the intended recipient, any disclosure, copying, use or distribution of the information included in this message and any attachments is prohibited. If you have received this communication in error, please notify us by reply email and immediately and permanently delete this message and any attachments. Thank you.



## **b. Unacceptable Use of E-mail and Communications Activities**

Electronic Communications generated from and received at Employer facilities and the e-mail system itself are the property of the Employer, and are not the private property of individual employees.

E-mail is considered part of the Employer's business communications and, as such, may be subject to subpoena or other legal investigation, or be considered as evidence in a legal proceeding. It should be noted that even when an employee deletes an e-mail message, that message may be preserved on the Employer's system for a period of time from the date it was received. Employees should be under no expectation that their electronic messages are private at any time.

The Employer also routinely monitors Electronic Communications for certain purposes, as noted above, and reserves the right to intensify such monitoring at any time and for any reason. Such monitoring may include, but is not limited to, e-mail activity, including e-mails sent using personal e-mail accounts, using Employer computers and networks, for purposes, including but not limited to, of detecting unauthorized transmission of Employer's data, compliance with policy, applicable laws/regulations, and standards and system performance tuning.

The Employer's e-mail system has technical safeguards in place to help prevent unauthorized access. This extends to remote or mobile access, as well as access that is physically located on the Employer's premises. Nonetheless, it is also the responsibility of all e-mail users as well as system administration personnel to safeguard the security and integrity of the e-mail system and files.

The e-mail and voicemail systems must not be used for any form of harassment or any communications which could be considered offensive or derogatory. No person is permitted to use the Employer's e-mail or telecommunications systems to deliver a message that is harassing or offensive on the basis of race, color, creed, religion, gender identity or expression, transgender status, national origin, sex, age, marital status, nursing-mother status, citizenship status or alienage, veteran status, disability, sexual orientation, genetic predisposition or carrier status, status as a victim of domestic violence, stalking and/or sex offenses or any other characteristic protected by federal and state law.

Employees are expressly prohibited from reading messages delivered to someone else's e-mail box or listening to any other employee's voicemail messages without proper Employer authorization. Additionally, employees are prohibited from attempting to hide or obscure their e-mail address when sending e-mail.

Any violation of this policy may result in disciplinary action, up to and including termination of employment.



The following is a non-exhaustive list of **unacceptable** uses of Employer e-mail:

- i. Sending unsolicited e-mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (e-mail "spam").
- ii. Sending or receiving harassing, threatening, sexual, obscene, racist, sexist, discriminatory, inappropriate, embarrassing, crude, hostile, inflammatory or otherwise objectionable messages via e-mail to anyone is prohibited. Such messages include, but are not limited to, threats, jokes, cartoons, unwelcome propositions, chain letters, and love letters. Such harassment can be found to exist due to the content of an e-mail, as well the frequency or size of such communications.
- iii. Unauthorized use, or forging, of e-mail header information.
- iv. Solicitation of e-mail for any other e-mail address, other than that of the poster's account, with the intent to harass or to collect replies.
- v. Use of unsolicited e-mail originating from within Employer networks of other internet service providers on behalf of, or to advertise, any service hosted by the Employer or connected via its network.
- vi. Actual or attempted forgery via e-mail message.
- vii. Attempts to read, copy, modify or delete e-mail messages of other users.
- viii. Proselytizing for commercial ventures, religious or personal causes or outside organizations, as well as other non-job-related solicitations via Employer e-mail.

Employees should avoid, whenever possible, sending Employer -wide e-mails with large logos and/or photos. Such e-mails tend to take up a lot of space on the Employer's exchange server.

Please report any violations of this policy to your Supervisor, a Department head, or the Director of Human Resources.

### **c. Confidentiality**

There is no such thing as e-mail privacy on the internet. Any message sent via the Internet is unsecured. An electronic item or communication sent via the Internet is analogous to a letter. Employees should send nothing over the internet that they would not send on a letter. No confidential or proprietary information of the Employer may be sent via the internet.



The Employer reserves the right to, and will, on a regular basis, access and monitor all aspects of its employees' e-mail at any time. The Employer also reserves the right to archive e-mails, in its sole discretion, and access archived e-mails.

All e-mail is considered official business records of the Employer and will be maintained for a period of time. Any and all e-mail may be read by authorized individuals from time to time and will be electronically monitored for compliance with the Employer's electronic communication policy.

#### **d. E-Mail Etiquette**

E-mail is a tool that allows us to maximize client/customer services and provide fresh approaches to all of our efforts. When using Employer e-mail, certain things must be kept in mind:

i. Employees who use e-mail to communicate with colleagues, individuals covered by the plans, service providers or other business associates are expected to promptly respond to all messages.

ii. Choose every word with care and re-read every e-mail before sending to be sure only the *intended message* is conveyed and the *intended recipient* receives it.

iii. Use caution when attaching files, and open and review attachments prior to sending the e-mail.

#### **e. Malicious E-mail or "Phishing"**

E-mail is increasingly being used by cybercriminals to conduct fraudulent activity. This type of activity is known as "phishing", and is being used to spread computer malware and/or gain access to sensitive/non-public information (NPI). These email messages are crafted to disguise the sender as a trusted source in the hopes of tricking an unsuspecting employee into performing a compromising activity. Examples of such actions include clicking on Internet links within the message, placing data into a website, or replying to the communication with sensitive data.

Accordingly, the Employer's e-mail network labels all incoming e-mail messages originating from outside of the Employer's internal network with the prefix "[EXT]" in the Subject line. This label indicates that the communication is sourced from a contact external to or outside of the Employer.

Should an employee receive an email with the [EXT] prefix, purporting to be from an internal employee, it is actually originating from outside of the Employer and is likely a fraudulent email (an exception exists if someone from inside the Employer forwards an authorized e-mail they receive from an external party).



Employees who have identified phishing attempts should alert their Supervisor or Manager immediately so that the IT Department may be notified. It is vital that all employees err on the side of caution with regard to their e-mail maintenance.

If you are uncertain on the validity or authenticity of any received e-mail correspondence, we encourage you to contact the IT Help Desk at x1499 immediately for assistance.

## **2. Internet Policy**

As a user of the Employer's electronic information systems, you may be authorized to access the internet. Since all internet transactions conducted from the Employer network could be perceived as authorized Employer activities, you must follow all applicable local, state, federal and international laws, regulations and all applicable policies, and must exercise care and responsibility as well as the use of good judgment, common sense, and careful discretion when accessing the internet, browsing the worldwide web, downloading and uploading files, and using other applications on the Employer network.

Internet access is to be used primarily for the Employer's business purposes. Employees must not access, view, copy, upload, download, print, save, send, post or otherwise transfer materials that contain sexually explicit, derogatory, abusive, harassing, discriminatory, or objectionable material or language, that defames or libels others, that infringes the privacy rights of others, or that is illegal or obscene. Use of the Employer's electronic information systems to attempt to gain unauthorized access to remote systems is prohibited.

Use of the Employer's electronic information systems for "free" Internet or e-mail access jeopardizes the Employer, as well as other resources, including but not limited to, its proprietary information and trade secrets. Accordingly, such use is strictly prohibited.

The Employer may use Internet monitoring software to track all sites visited by its employees. Therefore, all employees should be aware that there is **no expectation of privacy** with respect to the use of the Employer's Internet network, its electronic information systems or any Employer Internet access. The Employer reserves the right to monitor each employee's use of the Internet or any of its electronic information systems.

The use of weblogs (blogs), social networking sites, and professional networking sites are not permitted during work hours or in the work place, including such use on personal cell phones or other mobile access.

## **3. Telephone and Other Communication Policy**

The Employer reserves the right to tape, record, videotape, or otherwise monitor conversations or other communications between employees and/or between employees and non-employees for legitimate business purposes, such as customer service training



or to otherwise protect the integrity of certain business or employment transactions. In this regard, customer telephone lines may be taped. In addition, other Employer telephone lines may be monitored and taped consistent with applicable federal and state law. Such monitoring or taping may be done if the Employer is conducting an investigation into allegedly unlawful or unethical activities, or if the employee is in breach of any provision of this Handbook, or in conjunction with regulatory or other enforcement authorities or for any other business reason in the Employer's sole discretion. The Employer reserves the right to monitor your phone usage.

#### **4. Procedures - Breach(es) of Electronic Communications Policy**

Employees should be aware that even a single occurrence of accessing or circulating inappropriate, illicit, or objectionable material, or otherwise participating in conduct in derogation of the Employer's Electronic Communication policy as described above, can trigger disciplinary action depending upon the nature of the material and/or the circumstances involved. If such inappropriate, illicit, or objectionable material is identified, the procedures below must be followed.

- In the event that an employee receives any inappropriate, illicit, or objectionable material in contravention of the Employer's policies, the employee should immediately advise their manager or supervisor or the Director of Human Resources of the receipt of the inappropriate material and await further instruction.
- In the event that an employee accesses or circulates any inappropriate, illicit, or objectionable material, or otherwise engages in inappropriate employee activity, such material or activity will be passed to, or addressed with, the relevant manager or supervisor and the Director of Human Resources.
  - The supervisor or the Director of Human Resources will bring the subject activity or material to the attention of the user or employee, who will be given every opportunity to explain the occurrence or material.
  - The supervisor may request a complete investigation of disclosure of activity at any time, which investigation will involve the Director of Human Resources. The investigation may include a detailed analysis of all of the offending employee's computer, phone, or Electronic Communication usage throughout that employee's entire period of employment. Tampering with any such an investigation is, in and of itself, grounds for disciplinary action.
  - Subject to the employee's explanation and with the Union's participation, if applicable, disciplinary action may be imposed, up to and including termination of employment.





## **F. BUSINESS RECORDS RETENTION**

The Employer strives to maintain the highest standard of storage, retrieval and safeguarding of business records to ensure that it meets all regulatory and legal requirements. This includes maintaining appropriate lists of official business records as required by applicable law.

All employees are responsible for protecting the Employer's business records and should familiarize themselves with, and adhere to, the Employer's records retention policy, including the following:

- Maintain all of the Employer's records in good order and in a manner that can be readily accessible;
- Keep all confidential, high-risk or proprietary information protected and secure, including, but not limited to, any Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 and its amendments ("HIPAA");
- Employees should not leave anything important or confidential unattended (on their desk or otherwise) during the day or left out overnight;
- Secure or lock away all business records before the employee leaves work for the day. When in doubt, employees should check with their supervisor if they are unsure which confidential, proprietary, or sensitive business records they should secure or lock away;
- Duplicate documents or those that are no longer needed must be disposed of as soon as practical;
- Sign off and lock the employee's computer when on break, lunch, away from their work station, and after the employee leaves for the day.

## **G. REMOVAL OF DOCUMENTS, SUPPLIES OR EQUIPMENT**

Removal of official documents, records, supplies, or equipment from the Employer's premises without the express consent of your immediate supervisor is strictly prohibited. Failure to comply with this mandate will result in immediate disciplinary action, including termination of employment.

## **H. DESKS, WORKSTATIONS AND EMPLOYER PROPERTY – EMPLOYEE PRIVACY**

To maintain a safe, healthy, and productive work environment, the Employer reserves the right at all times to search or inspect an employee's surroundings and possessions on Employer property and facilities. This right extends to the search or inspection of





clothing, offices, files, desks, credenzas, lockers, bags, briefcases, containers, packages, parcels, boxes, tools and tool boxes, lunch boxes, any employer-owned or leased vehicles, and any vehicles parked on Employer property. Searches do not have to be based on reasonable suspicion. Employees should have no expectation of privacy while on Employer premises, except in restrooms, designated lactation areas, or other locations where a reasonable expectation of privacy exists.

## **I. EMPLOYEE CONFIDENTIALITY**

Employee confidentiality is a matter of paramount importance to the Employer. An employee's personnel files and other records and reports, such as payroll registers containing information about tax withholding and participation in Employer benefit plans, are maintained by the Human Resources Department and only shared internally on a need-to-know basis or "minimum necessary" standard. All questions about employee records should be referred to the Director of Human Resources.

## **J. INTERNAL INVESTIGATIONS**

At times, the Employer may be required to conduct internal investigations pertaining to security, auditing, discrimination, work-place violence, harassment, breaches of its policies, or work-related matters. Employees must fully cooperate with and assist in these investigations if requested to do so. Persons outside of the Employer may not participate in an internal investigation unless the Employer determines, in its sole discretion, that such participation is necessary to, or required by, the investigation.

## **K. ALCOHOL AND DRUG USE**

### **1. Policy**

The Employer is committed to providing a safe, healthy, and productive workplace that is free from alcohol and unlawful drugs, as classified under local, state, or federal laws, while employees are working on Employer premises (either on or off duty) and while operating employer-provided vehicles. Employees that work while under the influence of drugs or alcohol pose a safety risk to themselves and others with whom they work. Accordingly, the Employer expressly prohibits the following:

- The use, abuse, or being under the influence of alcohol, marijuana, illegal drugs, or other impairing substances;
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the employee or drug-related paraphernalia; and,
- The illegal use or abuse of prescription drugs.



Nothing in this policy is meant to prohibit the appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, to the extent that it does not impair an employee's job performance or safety or the safety of others. Employees who take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability should immediately inform their supervisors and the Director of Human Resources if they believe the medication will impair their job performance, safety, or the safety of others, or if they believe they need a reasonable accommodation before reporting to work while under the influence of that medication.

Any violation of the Employer's Alcohol and Drug Use policy will subject an employee to disciplinary action, up to and including immediate termination of employment.

## **2. Alcohol**

Unless as part of an Employer-sponsored social function or event, consumption of alcohol on the Employer's premises is prohibited. Violation of this policy may subject an employee to disciplinary action, up to and including termination of employment. On those occasions when alcohol is served at an Employer-sponsored social function or event, employees are expected to behave professionally and responsibly.

## **3. Drugs**

The unauthorized possession, use, sale, distribution or manufacture, on the job, of drugs classified as illegal by local, state, or federal authorities or controlled substances, or any misuse of legal drugs or impairing substance, is prohibited and may subject an employee to corrective action, up to and including termination. Any employee arrested and convicted of such acts, whether on or off the Employer's premises, must notify the Human Resources Department no later than five (5) days after such conviction.

## **4. Drug-Testing Policy**

The Employer shall have the right to require an employee submit to a drug/alcohol test when the Employer has probable cause that the employee, during work hours, is under the influence or impaired by alcohol, illegal drugs, marijuana, or other impairing substances. The determination that probable cause exists must be based upon specific and articulable observations of the employee's behavior or conduct that are commonly identified or associated with such drug/alcohol use, impairment or influence. To the extent applicable, prior notice of the drug/alcohol test shall be given to the employee's Union representative pursuant to the terms of their applicable collective bargaining agreement.



## L. **WORKPLACE VIOLENCE PREVENTION**

The Employer strives to maintain a work environment free of violence and threats by or against employees. Violence, or threats of violence, in any form is prohibited and will not be tolerated.

### 1. **Policy Coverage**

This policy covers all employees of the Employer. Violence on the premises of the Employer or at Employer-sponsored events will not be tolerated, condoned or permitted, whether engaged in by employees, supervisors, managers, non-employees (including contract workers or vendors), visitors, patients, or others who conduct business with the Employer. All acts or threats of violence, inappropriate aggression, harassment, or intimidation in any form, whether such acts are verbal, written or physical, is strictly prohibited.

### 2. **Workplace Violence Defined**

This policy prohibits all acts or threats of violence, inappropriate aggression, harassment or intimidation in any form, whether such acts are verbal, written or physical.

*Immediate or Imminent Safety Threat.* In the event of an *immediate or imminent safety threat* to you or another, employees must contact Employer Security (*extension 1121 or 1122*) with as much descriptive detail of the security threat which can be reasonably be given at the time: exact location, physical description of the individual involved (sex/gender, race, clothing, height, weight, weapon involved, if any) and the nature of the violent act or threat made.

The following list of behaviors, while not exhaustive, provides examples of conduct constituting an *immediate or imminent Safety Threat* which may require an immediate Security response:

- **physical assault** or injury to another, a threat to assault, and/or sexual assault;
- possessing a **weapon** or dangerous instrument, or threatening its use; a dangerous instrument is defined as any instrument, article or substance that, under the immediate circumstances, is capable of causing death or physical injury;
- intentionally damaging property or personal property of another;
- aggressive or hostile behavior that creates a reasonable fear of injury to another person or self; and,



- harassing, threatening, or intimidating statements, phone calls, voice mails, or e-mail messages.

### **3. Reporting Complaints**

Any incident or threat of violence, regardless of who the offender may be, must be immediately reported to the Human Resources Department or, if it is an *immediate or imminent safety threat*, to Security at *extension 1121 or 1122*.

The Employer prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting incidents of workplace violence of any kind, pursuing a workplace violence complaint, or cooperating in related investigations

Again, if any employee or other individual is in immediate danger or observes a violent action toward another individual constituting an *imminent or immediate safety threat*, he or she must contact Security at *extension 1121 or 1122* immediately.

### **4. Investigation**

The Employer is committed to the prompt investigation of all allegations of workplace violence or threats thereof. The investigation will include obtaining documentation of the objectionable behavior or other misconduct and the interview of any witnesses to such conduct. Depending on the circumstances, state and/or local authorities also may be contacted.

All complaints will be promptly and thoroughly investigated. Any report of an act of violence will be kept confidential to the greatest extent possible, provided that confidentiality cannot be assured because it may be necessary to discuss allegations with the accused individual and/or others in order for the Employer to conduct a thorough investigation. As with any other investigation conducted by the Employer, employees involved in an investigation must:

- cooperate fully;
- be completely honest and forthcoming; and,
- agree to limit the flow of information to only those who need to know, as determined by the Employer.

### **5. Complaint Resolution**

The Employer along with the employee's Union representative, if applicable, will take prompt corrective action with respect to any employee who engages in violence or threats of violence, including disciplinary action, up to and including termination of employment. The appropriate action will depend upon the particular facts and circumstances of the situation, as determined through the investigation of the complaint.



Although the Employer's ability to control the actions of third parties is limited, the Employer will use all reasonable efforts to respond to acts of violence or threats of violence by third parties. The appropriate action will depend upon the particular facts and circumstances of the situation, as determined through the investigation of the complaint. Depending on the circumstances, state and/or local authorities or law enforcement may also be contacted.

## **6. Anti-Retaliation**

The Employer prohibits retaliation against any individual who reports workplace violence in good faith. Any employee found to have engaged in retaliation against another individual for reporting violence or the threat of violence may be subject to disciplinary action, up to and including termination of employment.

If, however, the investigation results in a finding that an employee knowingly and falsely accused another individual of violence or threats of violence, such employee may be subject to disciplinary action, up to and including termination of employment.

## **M. DISCIPLINARY ACTION**

### **1. Purpose**

The purpose of disciplinary action is to make employees aware when they have acted in contravention of the Employer's policies or have failed to meet required work standards, and to generally provide a mechanism to correct that employee's behavior unless termination is warranted. The Employer's disciplinary policy does not, and should not be construed to, limit the employment at-will relationship or any rights under an applicable collective bargaining agreement.

### **2. Causes for Disciplinary Action**

Any failure to adhere to, or otherwise comply with, established work and conduct standards or the Employer's policies may result in disciplinary action against an employee. Any disciplinary action or proceeding will be addressed with the employee and their union representative, if applicable, and the Employer's Human Resources Department, and, if required, the Legal Department.

The following list includes certain illustrative (though not exhaustive) examples which could result in disciplinary action, up to and including termination of employment:

- Repeated or excessive tardiness;
- Excessive absenteeism;
- Unexcused absences;



- Interfering with the work of other employees;
- Reporting to work in an intoxicated or impaired condition unrelated to a disability;
- Possession or use of alcohol or non-authorized controlled substances during work hours, or violation of the Employer 's Drug/Alcohol Policy, or any refusal to submit to drug/alcohol testing;
- Abusive, harassing, discriminatory, offensive, or inconsiderate treatment of members, clients, outside vendors, or co-workers, including, but not limited, sexual harassment or discrimination in any form;
- Threatening or abusive language in the workplace or causing or engaging in any form of workplace violence;
- Insubordination;
- Indecent, offensive, or sexual conduct while on Employer premises or while conducting Employer business;
- Unsatisfactory work performance or work productivity;
- Failing to meet established work standards as determined by a Supervisor or Manager;
- Violation of any of Employer's policies, including the Employer's Behavior in the Workplace policies or the Code of Conduct set forth herein;
- Possession of weapons, explosives or firearms on the Employer's premises or while conducting Employer business;
- All forms of gambling, including professional or organized sports pools in the workplace or using the Employer's systems for gambling;
- Unauthorized use of records or files;
- Breach of confidentiality or failure to keep Employer records confidential, including breaches of HIPAA;
- Theft, destruction, abuse, or unauthorized removal of the Employer's property;
- Falsification of records or deliberate misrepresentation of matters regarding the Employer's official business;
- Threats or actual acts of physical violence;



- Any action, including off-premises conduct, which may damage the Employer's business or reputation;
- Dishonesty or fraud in any form;
- Failure to adhere to the Employer's Dress Code policy;
- Coercing, bribing, or otherwise inducing employees to engage in any practice in violation of the Employer's rules;
- Illegal, unauthorized or inappropriate use of computers, software, equipment, or other Employer facilities;
- Unauthorized personal cell phone use or any breach of the Employer's Electronic Communications policy;
- Improper, inappropriate or offensive use of social media relating to, concerning, or involving co-workers (or their family) or the Employer.

#### **N. *PERFORMANCE EVALUATIONS AND JOB DESCRIPTIONS***

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, daily basis. A formal written performance evaluation will be conducted at the end of an employee's initial period of hire, known as the trial period. Additional formal performance evaluations are conducted to provide both supervisors and employees with the opportunity to discuss job tasks, identify and correct weaknesses, encourage, and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Merit-based pay adjustments, called "upgrade letters," are awarded by the Employer in an effort to recognize truly superior employee performance. The decision to award such an adjustment is dependent upon numerous factors, including the Employer's financial position and information documented by the formal performance evaluation process. Lateness, poor work performance, and absentee records are also contributing factors. Management and Local 153 meet to discuss "upgrade letters" and decide on any salary increases, up-grades and promotions. Please also refer to your applicable Collective Bargaining Agreement for additional promotion qualifications and requirements.

#### **O. *REVIEW OF EMPLOYEE HUMAN RESOURCES FILE***

Employees are entitled to reasonably review their Human Resources file under the supervision of Human Resources personnel.



## **P.     *JOB POSTINGS***

Please refer to your applicable Collective Bargaining Agreement for job vacancy posting requirements:

Clerical and Support Staff: covered under the Local 153 OPEIU contract

Maintenance:               covered under the Local Union #3 IBEW Maintenance contract

Security personnel: covered under the Local Union #3 IBEW Security contract

Porters:                       covered under the 32 BJ SEUI contract

Apprentice Instructors LIC : covered under the Local Union #3 IBEW Apprentice Instructors Contract





## **EMPLOYEE COMPENSATION AND BENEFITS**

### **A. *JOB CATEGORIES***

There are several categories of employees working at the Employer's location(s). Employees covered under a CBA may have varying benefit eligibility and are generally subject to the policies covered in this Handbook except where the applicable CBA controls. The following categories of employees are:

Clerical Staff and Administrative Personnel; Nurses: Local Union 153 CBA

Confidential: Non-Union

Directors and Managers: Non-Union

Maintenance: Local Union #3 IBEW Maintenance Contract

Physicians: Non-Union

Porters: 32 BJ SEIU Contract and Laborers Local 66

Security personnel: Local Union #3 IBEW Security Contract

Apprentice Instructors Long Island City: Local Union #3 IBEW Apprentices Contract

### **B. *EMPLOYMENT CLASSIFICATION***

Your method of compensation as an employee is determined, in part, by your employment classification. At the time you are hired by the Employer, you are classified as a regular full-time, part-time or temporary employee. During your employment with the Employer, your classification may change based on adjustments to your responsibilities and job duties. If you are unsure of your employment classification, please contact the Human Resources Department.

#### **1. *Regular Full-Time Employees***

Employees who regularly work at least thirty-five (35) hours per week are considered full-time employees. Unless otherwise specified, the benefits provided by the Employer apply only to full-time employees and may differ according to your job category.

#### **2. *Regular Part-Time Employees***

Employees who regularly work less than thirty-five (35) hours per week are considered part-time employees. Part-time employees are not eligible for benefits provided by the Employer, except as may be granted on occasion in the sole discretion of the Employer or to the extent required by state or federal law.



### 3. Temporary Employees

From time to time, the Employer may hire employees for specific periods of time or for a specific project. Employees hired under these conditions are considered temporary employees. Summer employees and interns are considered temporary employees. Temporary employees are not eligible for benefits provided by the Employer, except as may be granted on occasion in the sole discretion of the Employer or to the extent required by state or federal law.

#### C. **BENEFITS DISCLAIMER**

This Handbook provides a brief description of the Employer's benefit plans and programs which may be in effect. The Employer reserves the right to alter, amend, or terminate, in whole or in part, any administered benefit at any time unless restricted by a CBA or separate written agreement. The terms of the respective plan documents control an employee's benefits, eligibility, and other conditions. The Trustees of the Plan(s) and the Employer reserve the exclusive right, power, and authority, in their sole and absolute discretion, to administer, apply, and interpret the applicable benefits and plans, and to decide all matters arising in connection with the operation or administration of such plans. Employees are provided copies of summary plan descriptions and other relevant information at the time of benefit eligibility. Benefits eligibility is dependent upon a variety of factors, including employee classification and length of employment. Questions regarding eligibility, benefits, and specific issues concerning coverage may be directed to the Human Resources Department. Copies of applicable plan documents and summary plan descriptions are also available and can be obtained from the Human Resources Department.

Generally, and subject to the Employer's plan administration and benefit eligibility determination, the following benefits are applicable for regular full-time employees:

- There is a six-month (26 week) consecutive full-time working requirement before medical, dental, and prescription drugs coverage may take effect under the applicable plan.
- There is a one (1) year consecutive working requirement before optical benefits and tuition reimbursement.
- There is immediate eligibility for 401(k) Plan participation and social security reimbursement.
- The vesting rules of the Pension Plan shall govern the applicable pension benefit.



Please contact the Human Resources Department should you have any questions regarding any of the Employer's Benefit Plans or Programs.

#### **D. *SPECIFIC EMPLOYEE BENEFITS***

The Employer also provides the following benefits to eligible employees:

1. Health Insurance
2. Dental Insurance
3. Prescription Drug Plan
4. Optical Insurance
5. Life Insurance, as set forth in the applicable CBA
6. 401 (k) savings plan
7. Social Security Employer Contribution
8. Social Security Reimbursement, Employee share
9. Holidays
10. Vacation
11. Educational Assistance
12. Retirement Plan
13. Personal Time
14. Short-term disability
15. Long-term disability
16. Workers' Compensation
17. Family Medical Leave and Paid Family Leave
18. Military Leave
19. Pregnancy Disability Leave
20. Bereavement Leave
21. Jury Duty
22. Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA)
23. Transit checks
24. Lactation Room for Nursing-Mothers

Your applicable Collective Bargaining Agreement may cover the above benefits in further detail. The Summary Plan Description for the Pension, Hospitalization Benefit Plan also provides detailed information regarding your medical, dental and prescription plans and benefits.

The Federal Consolidated Omnibus Budget Reconciliation Act ("COBRA") provides employees and their qualified beneficiaries with the opportunity to continue health insurance coverage for a period of time under the Employer's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common "qualifying events" are resignation, termination of employment, death of an employee, a reduction in an employee's hours or a leave of absence, an employee's divorce or legal separation, and a dependent child no longer meeting eligibility requirements.



Under COBRA, when the right to continued coverage arises pursuant to a “qualifying event”, coverage may be continued at special rates authorized or required by COBRA. The Employer provides each eligible employee with a written notice of the employee’s rights under COBRA if the employee becomes eligible for coverage under the Employer’s health insurance plan and/or if the employee experiences a “qualifying event” which triggers the right to continued participation in the group health plan. This notice contains important information about the employee’s rights and obligations under COBRA.

Questions concerning COBRA and its coverage should be directed to the Human Resources Department.

#### **E. FAIR LABOR STANDARDS ACT**

All employees are covered under the Fair Labor Standards Act ("FLSA"). In compliance with the FLSA, at the time of hire, an employee's position is classified as either "non-exempt" or "exempt" based on assigned tasks and job responsibilities. These job classifications determine an employee's eligibility for overtime compensation.

"Exempt" employees are those whose positions involve the performance of certain administrative, executive or professional job functions and duties. Generally, employees whose positions are classified as “exempt” are not entitled to receive overtime compensation, regardless of the number of hours worked.

"Non-exempt" employees are those employees who occupy all other positions and who are entitled to receive overtime compensation in accordance with applicable federal, state and local laws. Non-exempt employees are required to obtain the approval of their supervisor before working overtime, except in emergency situations.

If you have any questions regarding your job classification or “exempt” or “non-exempt” status under the FLSA, please contact the Human Resources Department.

#### **F. OVERTIME**

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the Supervisor’s prior authorization.

Overtime compensation is paid to all “non-exempt” employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Time-off, vacation leave, or any leave of absence will not be considered hours worked for purposes of calculating overtime.

“Non-exempt” employees subject to overtime wages will receive **one and one-half (1½) times** their regular rate of pay for each hour worked in excess of 35 hours in any single



work week. Paid vacation days, sick leave days, personal days, jury duty leave days and bereavement leave days do not count as hours worked for the purpose of calculating overtime. All overtime must be pre-approved by an employee's Supervisor, except in emergency situations. Failure to obtain prior approval for overtime may result in disciplinary action, up to and including termination of employment. See your respective applicable Collective Bargaining Agreement for additional details and requirements.

## **G. WORK HOURS**

All employees are expected to be on time and at their work station ready to work when their daily work schedule commences.

Generally, the standard work schedule for employees is 8:30 a.m. to 4:30 p.m. with one (1) hour for lunch and two (2) 15-minute breaks during each working day. This schedule may be adjusted as applicable.

Departments which have different shifts may have varying start and stop times, including Maintenance, Security, and Porters. Your Supervisor will instruct you regarding your applicable work schedule.

Although management understands that there are times when an employee cannot come to work or may be late, excessive absenteeism and excessive lateness/tardiness will be addressed and may lead to disciplinary action, including, but not limited to, loss of pay, suspension, or termination of employment.

## **H. PAY DEDUCTIONS**

The Employer makes mandatory deductions from wages that are required by federal, state and local law. These deductions include, but are not limited to, deductions for Social Security (FICA), State Unemployment/Disability Insurance, Medicare, Paid Family Leave, 401(k), and federal, state and local taxes. You must complete, sign and submit the proper forms in order to authorize some of such deductions. Please contact the Human Resources Department for further details or questions.

## **I. PAY PERIOD**

Salary is computed on an annual or hourly rate basis and paid weekly on every Friday.

## **J. DIRECT DEPOSIT**

You may choose to have your paycheck deposited directly into your bank account. Direct deposit request forms are available through the Human Resources Department. If you choose to have your paycheck direct-deposited, you will receive a notice of deposit statement each payday.



#### **K. *CONFIDENTIALITY OF PAY***

Any questions relating to the Employer's total compensation program and your salary or wage rate should be addressed with the employee's immediate Supervisor, Manager or the Director of Human Resources. Each employee's compensation is strictly confidential, and should only be discussed with an immediate Supervisor, Manager or the Director of Human Resources.



## **BUSINESS POLICIES**

All employees must conduct Employer business in accordance with the letter, spirit, and intent of all relevant laws, this Handbook, and Employer's policies and procedures. Employees shall refrain from engaging in any illegal, dishonest, or unethical conduct. Compliance with all federal, state, and local laws and the Employer's business and compliance policies and procedures is the responsibility of every employee.

### **A. *OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS***

Effective from your first date of employment, any developments, designs, concepts, inventions, techniques and improvements (including without limitation computer software), copyrightable subject matter or proprietary information ("Developments") that you conceive or make either solely or jointly with others, either on or off Employer premises (i) while providing services to the Employer, (whether or not during business hours), or (ii) relating to any J Employer products, services or activity, or (iii) suggested by or resulting from any work performed by you for the Employer shall be a "work made for hire" within the scope and in the course of your employment and the sole and exclusive property of the Employer.

Employees must immediately disclose all developments to the Employer and assign all right, title, and interest in the Developments to the Employer and, upon the Employer's request, execute any and all documents necessary and take any other and further actions to convey all right, title and interest in such Developments, in any and all countries, to the Employer.

### **B. *CONFIDENTIALITY***

#### **1. Confidential information**

As employees of the Employer, we are all responsible for the safeguarding of confidential information, including Protected Health Information under HIPAA, whether it is information entrusted to us by colleagues and/or individuals covered by the administered plans, or information related to the Employer's proprietary and business activities.

In the event that an employee has reason to believe that any Employer confidential information has been breached, the employee must immediately notify the Director of Human Resources. Employees with questions regarding this policy, including questions regarding whether any particular information constitutes "confidential information" or Protected Health Information under HIPAA, the disclosure of which is prohibited hereunder, must contact the Human Resources Department.

- a.** *Information Concerning the Employer, Related Parties, Employees, and Others*



You may have access to confidential information related to the Employer's business and activities. Information related to the Employer's business includes, without limitation, information about the Employer, as well as information related to the Employer's related parties, independent contractors, and persons covered by the Plans. You may also have access to confidential information about multiple competitors within the electrical industry.

You may not, either during your period of service to the Employer or thereafter, directly or indirectly, use or disclose to anyone (or publish, copy, make use of, or remove from the Employer's premises) any such confidential information, except as permitted by the Employer's policies and procedures applicable to you. Your confidentiality obligations continue after the termination of your employment with respect to all such confidential information, unless and until any such information comes into the public domain (other than through any violation by you of your confidentiality obligations). You should be aware that the improper use and distribution of confidential information learned in the course of your employment at the Employer may contravene criminal law and applicable regulations. Confidential information may or may not be marked or labeled "confidential" by the Employer.

You should be aware that the Employer will take disciplinary action, up to and including termination of employment, against any employee who violates this policy or the employee's confidentiality obligations. Should any employee violate their confidentiality obligations or the Employer's related policies, the Employer will suffer immediate and irreparable harm and monetary damages will be inadequate relief. Therefore, the Employer may seek injunctive relief to enforce these provisions and to the issuance by a court of competent jurisdiction of a temporary or permanent injunction to enforce the Employer's rights under this provision, as well as any other remedies at law or equity, including, without limitation, a suit for monetary damages.

Examples of Confidential Information. The following is a non-exhaustive list setting forth examples of confidential information:

- Financial, personal or other business information concerning the Employer (and its principals and employees), participating employers, covered persons, or other parties (including, without limitation, performance information relating to the Employer or its employees);
- All trade secrets, concepts, techniques, information regarding trade relationships, position summaries, methods of any kind, employee lists or information, information regarding management organization, operating policies or manuals, performance results, financial records, databases, computer programs or enhancements to





computer programs worked on or created by an employee of the Employer or under license to the Employer;

- Research and development projects of the Employer or related parties;
- Reports or analyses prepared by the Employer or related parties, based on confidential information;
- Information subject to written confidentiality agreements between the Employer, related parties and third parties; and,
- Protected Health Information under HIPAA.

Guiding Principles. Employees should also observe the following principles when dealing with information relating to the Employer's business:

- Assume that all information that you have about the Employer and its business, or about its former, current, or prospective participating employers, and covered persons, is confidential, unless the contrary is clear beyond any doubt.
- Treat all personal information about individuals as confidential.
- Before sharing confidential information with others in the Employer, be sure that you are permitted to do so. If you are permitted to share confidential information, use your judgment to limit the amount of information shared and disclose it only on a need-to-know basis in order to provide the services we are engaged to provide. Ensure that the recipient knows the information is confidential and has been instructed about restrictions on further use and dissemination.
- Do not disclose confidential information to anyone outside the Employer unless you are specifically authorized to do so. Where such disclosure is authorized, a confidentiality, non-disclosure or privacy agreement may be required; consult with the Human Resources Department or Legal Department prior to disclosure.
- Only comment or provide information on matters related to the Employer's business and its clients and related parties if it is part of your job function or you are otherwise specifically authorized to do so.
- Protect confidential information when communicating electronically — for instance, by e-mail or through the internet.



- Remember that all forms of communication are covered, including written, oral, telephonic, and electronic communications such as website chatrooms, e-mail, and instant messaging.
- Consult the Human Resources Department if you have any questions about whether information can be shared.
- Never appropriate Employer information for personal benefit or gain.

Legal Proceedings. In the event an employee is served with a subpoena to testify or related to the production of Employer documents or confidential information in connection with any judicial, quasi-judicial, or administrative proceeding of any kind and/or related to any aspect of his or her employment with the Employer, he or she is required to immediately inform the Human Resources Department or Legal Department and cooperate with the Employer in its efforts to ensure that confidential treatment is accorded to such confidential information to the fullest extent possible.

Employees must immediately notify the Human Resources Department or Legal Department upon receipt of any subpoenas, governmental, or regulatory requests or inquiries.

Termination of Employment – Confidentiality Obligations. Upon termination of employment with the Employer for any reason, and at any earlier time the Employer may request, employees are required to deliver to the Employer all originals and copies of documents or other materials in their possession which contain, or are derived from, confidential information, and they shall not misappropriate, utilize, disclose, benefit from, or infringe upon the confidential information of the Employer or any of its affiliates (including the recreation or reconstruction of confidential information from memory).

**b. *Publications, Speeches, and Other Communications Relating to Employer's Business***

You should be alert to situations in which you may be perceived as representing or speaking for or on behalf of the Employer, especially in public communications (including internet chat rooms, bulletin boards, social media, etc.). You should not make any statements on behalf of, or regarding, the Employer, its business, or its related parties, unless it is part of your official job duties or you are otherwise specifically authorized to do so. Refer all media inquiries to the Human Resources Department.

Public testimony (as an expert witness or otherwise), publications and speaking engagements relating to the Employer's business are subject to pre-clearance. Before engaging in any of these activities, consult with the Human Resources



Department. Employees must immediately notify the Human Resources Department or Legal Department upon receipt of any subpoenas, governmental, or regulatory requests or inquiries, media inquiries, supplier forums, and requests from clients for testimonials or endorsements.

### **C. CONFLICTS OF INTEREST**

The Employer expects employees to support and adhere to the highest standards of business ethics that the Employer has sought to develop and maintain. Employees have an ethical and legal responsibility to put the interests of the Employer ahead of any personal business or commercial interests. Employees shall not have any direct or indirect financial interest in, or personal business relationships with, any firm or person that does business with the Employer, nor shall employees engage in any other activity that may conflict with the interests of the Employer. Any questions regarding the existence of a potential conflict of interest should be directed to the Director of Human Resources. See also the Employer's policy on [\*Outside Business Activities & Screening Policy\*](#) detailed in this Handbook.

### **D. POLICY ON ACCEPTING GIFTS OR OUTSIDE BENEFITS**

Employees who deal with service providers and other third parties may be in the position of being offered gifts or outside benefits. Employees may not be compensated for their services, directly or indirectly, from any individual or entity other than the Employer. Any questions regarding this policy should be referred to the Human Resources Department.

### **E. OUTSIDE BUSINESS ACTIVITIES & SCREENING POLICY**

The Employer recognizes that some employees may seek to engage in outside employment and other activities during their employment with the Employer, including consulting engagements and outside businesses. To prevent conflicts of interest and protect the Employer's confidential information, trade secrets, and business or proprietary interests, employees who wish to engage in outside employment must accept and adhere to the Employer's policy relating to outside employment.

Employees must always act in the best interest of the Employer and not permit outside interests to interfere with their job duties in any way.

**Outside Employment Requirements and Screening Policy.** Before beginning any outside employment, employees must provide advance written notice to the Director of Human Resources detailing the name of the prospective outside employer, client, and/or occupation, and the nature of the work to be performed. The employee must receive advance written approval from the Director of Human Resources *prior* to the commencement of the outside employment. ***In addition:***



- The outside employment must not interfere with the employee's work performance, work schedule, or obligations to the Employer;
- Employees may not use the Employer's property, facilities, equipment, supplies, IT systems (such as computers, networks, email, telephones, or voicemail), time, trademarks, brand, or reputation in connection with any outside such employment, including the Employer's relationship with its members, vendors, and/or contacts ;
- Employees engaging in outside employment must at all times comply with the Employer's policies on Conflicts of Interest and Protection of Confidential Information;
- Employees may not engage in any outside employment for an employer or entity that conflicts with the Employer in any way; and,
- Employees shall not have any direct or indirect financial interest in, or personal business relationships with, any firm or person that does business with the Employer.

All employees will be judged by the same performance standards and will be subject to the Employer's scheduling of demands, regardless of any outside work requirements.

This Policy is not intended to restrict or prohibit communications or actions protected or required by federal or New York State law or an applicable Collective Bargaining Agreement. Neither shall any employee be discriminated against for participating in any protected activity outside of working hours pursuant to New York Labor § 201-d, unless such conduct creates a material conflict of interest related to the Employer's trade secrets, proprietary information, or other proprietary or business interest.

Any employee, regardless of position or title, who violates this [Outside Business Activities & Screening Policy](#) will be subject to discipline, up to and including termination of employment.

#### **F. [USE OF EMPLOYER RECORDS, FUNDS AND FACILITIES](#)**

Employer information, relationships, property, and facilities are not to be used for personal gain. Employees should not have any financial relationship with any outside vendor of the Employer.

The Employer's records must be maintained in an accurate and safe manner in conformity with the guidelines, procedures and practices set forth by the Employer and this Handbook. No employee should make any entry on the books and records of the Employer that is intended to obscure or contradict the true facts with respect to any transaction. All employees are responsible for taking reasonable measures necessary to safeguard the assets and funds of the Employer in their care, custody or control, and



should not sell, loan or otherwise use any of the Employer 's assets or funds for their own personal benefit.

Employees are strictly prohibited from signing another person's name, or instructing any other individual to sign another person's name, on a document affecting an employee, a member or client's account, a third-party vendor, or the books and records of the Employer. Under no circumstances can an employee sign another person's name on any document unless authorized by the person whose signature it is. Employees cannot accommodate any requests by a member, client, co-worker, or associate to falsify signatures on documents or other Employer records under any circumstances. Any request to do so should be immediately reported to the Legal Department.

#### **G. SOLICITATIONS AND DISTRIBUTION**

Employees are expected to devote their full time and attention to business matters during the workday. Therefore, employees are prohibited from distributing literature, soliciting donations, selling products, or engaging in similar activities (including sending e-mails to distribute literature, solicit donations or sell products) during working hours and may not use the Employer 's Electronic Communications, facilities or systems to distribute literature or engage in any form of solicitation without the express written authorization from the Human Resources Department. "Working hours" are defined as any time an employee is expected to be performing their job duties. Non-employees are not permitted on Employer premises to solicit employees or to distribute any materials or literature at any time.

#### **H. CURRENT PERSONAL INFORMATION**

Keeping personnel records up-to-date is extremely important. Employees must report any changes to their personal status (name, vehicle (if parking is applicable), address, telephone number, marital status, dependents, or any other factor that affects eligibility for employee benefits or the Employer's ability to contact the employee) to the Human Resources Department within 30 days of the change. This enables the Employer to mail important information to the correct address, keep benefits and tax information current, and avoid mistakes and delays. Your failure to keep us updated could affect your employee benefits. Employees must also immediately inform the Human Resources Department of any changes in information pertaining to their criminal record, if any.

Confidential personnel records and information will be provided to outside sources only as properly authorized by the affected individual and required or permitted by law.

#### **I. REQUESTS FOR INFORMATION FROM OUTSIDE SOURCES**

All requests for information, including requests for verification of employment or employment-related information, regarding current or former employees must be made in writing to the Human Resources Department. It is the policy of the Employer to verify



only the position held and dates of employment when information is requested by outside entities regarding any current or former employee. Only the Human Resources Department is authorized to verify information regarding current or former employees. Any additional information regarding a current or former employee will be released only upon the receipt of an express written authorization signed by the individual about whom the information is sought. Employees must immediately notify the Human Resources Department or Legal Department upon receipt of any subpoenas, governmental, or regulatory requests or outside inquiries.

#### **J. REQUIRED EMPLOYEE REPORTING**

Employees must immediately notify the Director of Human Resources and their Supervisor if they become, or have ever been, the subject of:

- any bankruptcy or contempt proceeding, cease and desist order, injunction or civil judgment as a party defendant that may affect employment; or
- any arrest, summons, subpoena, arraignment or indictment that may affect employment or any conviction for a criminal offense [See *also* the [Arrests Policy](#) in this Handbook for further reporting details].
- the loss of any form of electronic equipment including but not limited to portable computers (e.g., laptops), smartphones, BlackBerry devices, thumb drives, portable electronic storage devices, key-fobs, or any device that is capable of sending and/or receiving e-mails from the Employer or which contains and/or stores (or is capable of storing) any data that may be of a sensitive business nature including without limitation confidential information of the Employer. Failure to timely report such a loss may result in restrictions being imposed on the employee's usage of such equipment in order to ensure Employer security.

#### **K. ARRESTS & CONVICTIONS**

An employee must immediately inform the Director of Human Resources of any *pending* unresolved criminal charge or arrest for a felony or misdemeanor (including, but not limited to, offenses involving breach of trust, dishonesty, or money laundering) as soon as practicable after such arrest. An employee is also required to advise the Employer of any entry into a pretrial diversion program for any prosecution involving these types of offenses. Convictions (including guilty pleas) for *any* criminal offenses must be reported to Human Resources within five (5) days of the conviction. Minor traffic violations or any criminal proceedings that already have been terminated in an employee's favor (for example, any convictions that have been expunged or sealed by a court) need not be reported.





Evaluation of any impact that an arrest, guilty plea or conviction may have on an employee's employment will be made by the Employer in accordance with applicable law, and may not necessarily result in discharge or termination from employment. A failure to report a *pending* unresolved criminal charge or a conviction in accordance with this [Arrests](#) policy may result in disciplinary action, up to and including termination of employment.

The Employer will never require an employee to disclose non-convictions, such as criminal accusations that were terminated in favor of the employee or are no longer pending, were adjudicated as a youthful offender, or resulted in a sealed conviction.

#### **L. BACKGROUND CHECKS**

The Employer fully complies with the New York City Human Rights Law and the New York City Fair Chance Act ("FCA"). The Employer reserves the right to conduct background checks on any individuals in advance of employment, and reserves the right to conduct background checks on any current employees. All background checks shall be conducted in compliance with all applicable laws, including without limitation the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 *et. seq.*, and FCA.

#### **M. EMPLOYMENT APPLICATIONS**

The Employer relies upon the accuracy of information contained in the employment applications, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

#### **N. NATURE OF EMPLOYMENT – "AT-WILL"**

Employment with the Employer is voluntary and "at-will". Accordingly, the employee is free to resign at-will and at any time, with or without cause. An employee who is resigning should give the Employer at least two (2) weeks' notice prior to the resignation date. Similarly, for non-union members, the Employer may terminate the at-will employment relationship at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between the Employer and any of its employees. The provisions of this Handbook have been developed at the discretion of management and, except for its policy of employment at-will, may be amended or cancelled at any time, at the Employer's sole discretion.





Please also review the *Employment At-Will Disclaimer* at the start of this Handbook.

## **O. TRIAL PERIOD**

For those employees covered under a Collective Bargaining Agreement, there is a sixty (60) day “trial period”, with the exception of IT Department or programmer personnel, whose “trial period” is ninety (90) days. During their respective “trial period”, all such employees may be terminated for any reason without cause or justification.

For further information, please refer to your governing Collective Bargaining Agreement.

## **P. MEDIATION & ARBITRATION FOR MATTERS NOT COVERED BY CBA**

In consideration of your employment with the Employer, and as an express condition of your continued employment by the Employer, except as otherwise provided in your respective Collective Bargaining Agreement, you and the Employer agree as follows:

**1. Mediation.** You and the Employer agree that any and all controversies, disputes, disagreements or claims arising out of or relating in any way to your employment with the Employer and/or the termination of the employment relationship unless otherwise covered by a CBA, including without limitation any dispute related to compensation, benefits, promotion, termination of employment, alleged harassment or discrimination, and any and all common law, contractual or statutory claims arising under any federal, state or local law, rule or regulation, including, but not limited to, claims arising under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, the Family and Medical Leave Act of 1993, the Worker Adjustment Retraining and Notification Act, the Sarbanes-Oxley Act of 2002, the Equal Pay Act, the Employee Retirement Income Security Act of 1974, the Rehabilitation Act, the Connecticut Fair Employment Practices Act and the Age Discrimination in Employment Act of 1967 (collectively, "Claims"), shall first be attempted to be resolved by mediation, which mediation shall be conducted in New York, New York, and administered by JAMS. In this regard, you and the Employer agree to engage in the mediation process in good faith and to use your and its best efforts to reach an amicable resolution of any such Claim(s). The mediator shall be mutually selected by you and the Employer; in the event the parties cannot agree on a mediator, the mediator shall be selected by JAMS from its roster of mediators. Any such mediation shall be submitted for mediation no more than forty-five (45) days after the date the Claim(s) first arose, and the Employer and employee shall bear the costs associated with any such mediation. Any statements made by you or the Employer during or in connection with the mediation process shall be considered statements made in the context of settlement discussions and, as such, shall not be admissible in any subsequent judicial, quasi-judicial, arbitration or other legal proceeding.

**2. Arbitration.** If you and the Employer are unable to resolve any such Claim(s) through the mediation process as set forth above, you and the Employer agree



that any such Claim(s) shall be exclusively resolved by final and binding arbitration, as set forth below, to be conducted in New York, New York and administered by JAMS. You and the Employer agree that any such Claim(s) shall be arbitrated on an individual, non-class (or non-collective) basis, and under no circumstance may any such Claim(s) be consolidated with any other arbitration, action or legal proceeding for any purpose.

- A. Selection of Arbitrators/Costs. The losing party shall bear the costs associated with the appointment of a panel consisting of three (3) neutral arbitrators from JAMS, with one such arbitrator to be selected by you, one arbitrator to be selected by the Employer, and one arbitrator to be jointly selected by the parties' designated arbitrators. Any award of the arbitration panel shall be in writing, and shall be final and binding in all respects, subject only to such right of review as may be provided under applicable law. All other costs, including without limitation filing fees and attorneys' fees, shall be separately borne by you and the Employer.
- B. Applicable Rules. In connection with any arbitration conducted pursuant to this policy, you and the Employer agree that the arbitration shall be conducted by JAMS pursuant to its Employment Arbitration Rules & Procedures, and shall be subject to JAMS' Policy on Employment Arbitration Minimum Standards of Procedural Fairness.
- C. Voluntary Waiver of Jury Trial. In agreeing to arbitrate any Claim(s), you and the Employer agree and acknowledge that each party is waiving their respective rights to a jury trial and, further, acknowledge that the decision to do so is voluntary and with full knowledge of your and the Employer's pre-existing and future legal rights. In the event that this policy, or any portion thereof, is held unenforceable for any reason, you and the Employer agree that the validity of foregoing waiver of the right to a jury trial shall be unaffected by any such holding, shall remain valid and binding on the parties, and shall continue to apply to any and all Claim(s) regardless of the forum in which any such Claim(s) may be filed, brought or proceed.

**3. Confidentiality.** You agree that all aspects of any mediation and/or arbitration conducted pursuant to this policy, including without limitation any record of arbitral proceedings, testimony, decisions or awards, shall be treated as strictly confidential and shall under no circumstance be disclosed by you to the public (other than to immediate family, attorneys and/or financial advisors), except as may be required by law.



**4. Alternative Mediation/Arbitration Forums.** In the event JAMS is not in existence as of the date any Claim(s) should arise, then you and the Employer agree that any such Claim(s) shall be submitted to mediation and/or arbitration, as the case may be, to the American Arbitration Association ("AAA"), to be conducted in New York, New York, in accordance with the AAA's Rules Governing Employment Disputes.

**5. Exception for Injunctive Relief.** Notwithstanding any of the foregoing, nothing set forth in this [Mediation & Arbitration](#) policy shall be construed as prohibiting the Employer from seeking any form of equitable or injunctive relief in aid of arbitration from any court of competent jurisdiction. In the event of any such suit, action or legal proceeding, or any other proceeding relating to any Claim(s), you irrevocably and unconditionally (i) agree that any such suit, action or legal proceeding arising out of or relating in any way to your employment with the Employer that seeks any form of equitable or injunctive relief may be brought in any court of competent jurisdiction in the State of New York; (ii) consent to the jurisdiction of any such court in any such suit, action or legal proceeding; and (iii) waive any and all objections to the laying of venue of any such suit, action or legal proceeding in any such court.

#### **Q. [EMPLOYER POSTINGS & NOTICES](#)**

The Employer posts hard-copies of all required statutory postings and notices to all affected employees in designated prominent areas located on all Employer premises, including those in Flushing, Camp Integrity at Redwood, the Long Island City Training Center, the Cutchogue- Long Island Education Center, and the White Plains Office. If you are having any difficulty locating the hard copy postings of such notices, please contact your Supervisor or the Director of Human Resources. The Employer further supplements such hard-copy postings with electronic notices sent to employees through their work email and/or through the JIB INTRANET. As the Employer customarily provides notices through electronic delivery, the Employer may further provide individual notices to employees through their individual email.

All required notices and postings are also readily available and may be accessed by all employees at any time on the JIB INTRANET site under the "Mandatory Postings and Notices for Employees" tab.



## **ATTENDANCE**

### ***A. ATTENDANCE AND PUNCTUALITY, GENERALLY***

Superior attendance and punctuality is expected of all employees and is a component of an employee's overall performance. All employees are expected to be at their workstations on time every day except for scheduled time off that has been approved by your immediate Supervisor or Manager, such as vacation, personal days, or floating holidays.

Each position at the Employer is important in the day-to-day handling of our business, and punctuality and regular attendance are essential for efficient operation. Excessive lateness or absenteeism (as determined by your immediate Supervisor or Manager) is unfair to co-workers, impacts productivity, is disruptive, and is grounds for disciplinary action, including loss of pay and/or termination from employment.

#### **1. Reporting Absence or Lateness to an Immediate Supervisor**

Except as otherwise provided in your respective Collective Bargaining Agreement, employees who are going to be absent or late must notify their immediate manager and the Human Resources Department as early as possible, but no later than 30 minutes after their normal starting time. Employees must make the call themselves, and communicate directly with their immediate Supervisor or Manager; calls to any other person will not be considered either official or acceptable. Only in cases of emergency will calls from family members be permitted. If an employee is absent for more than one day, the employee must keep his or her immediate Supervisor or Manager informed of his or her situation on a daily basis.

Failure to telephone an immediate Supervisor or Manager for three (3) consecutive days will be deemed a resignation due to job abandonment, absent significant extenuating circumstances.

Supervisors and Managers are responsible for consistently monitoring, reporting, and controlling the absences, lateness and/or departure times of their employees.

If a period of absence extends beyond five (5) consecutive work days, and the employee's immediate Supervisor or Manager is already made aware of the expected duration of the absence, the employee does not have to call daily but is expected to speak directly with the Supervisor or Manager at least once every five (5) days.

Medical evidence of illness may be required by the Employer for any absence due to illness. Medical evidence must be on a doctor's, clinic's, or emergency room's letterhead, and must specify the date the employee was treated and/or examined and the date the employee is able to return to work or discharged.



## 2. Disability

Employees may be eligible for mandatory short-term disability or the disability/salary continuation plan benefits. If the employee's absence is due to his or her own illness and is expected to last more than seven (7) consecutive calendar days or five (5) business days, the employee must inform the Human Resources Department and submit a disability claim through the Employer's Disability Insurance carrier in order to ensure continuity of pay. The employee's physician is required to provide information to the Employer's Disability Insurance carrier within fourteen (14) days of his or her disability. **Late submission of the disability claim may delay or interrupt the continuance of disability payments or result in a denial of disability benefits, or cause interruption of salary continuation.** See also [Disability Leave](#) under LEAVES OF ABSENCE in this Handbook

An employee may also be eligible for Family and Medical Leave Act benefits. See [Family and Medical Leave](#) in this Handbook.

## 3. Patterns of Attendance Issues

A pattern of attendance issue includes repeat and unapproved absences the day before and/or after a holiday, weekend, or scheduled time off. Where a pattern of attendance issues is identified, corrective or disciplinary action may be taken or accelerated.

## 4. Returning to Work

Employees absent for seven (7) or more consecutive calendar days because of illness or injury may be required, before returning to work, to provide medical verification that they are able to return to work and resume the responsibilities of their position.

## 5. Weather or Transportation Problems

Where there are weather-related or transportation problems, employees are required to be in the office unless they have prior approval from their Supervisor or Manager or the office is closed. Employees are expected to anticipate weather and transportation problems and make their best effort to either leave home earlier than usual or make alternative transportation arrangements. If an employee decides to stay out of the office due to inclement weather or transportation problems, the absence will be charged to the employee's remaining vacation or personal days (if any). If the employee has no vacation or personal days remaining, the absence will be unpaid. As with any other absence, an employee is expected to telephone his or her immediate Supervisor or Manager within 30 minutes of his or her normal starting time.



## **6. Personal Appointments**

Employees are expected to schedule personal appointments (doctor, dentist, etc.) during non-work hours. Employees who need time off from work should discuss this with their immediate Supervisor or Manager.

Employees who have recurring medical problems – requiring periodic visits that interfere with their work schedule – should inform their immediate Supervisor or Manager who will consult with the Human Resources Department and determine how to handle the situation. Employees may be asked to have their physician provide their immediate Supervisor or Manager with a written schedule of absences for medical examinations, etc.

## **7. Away from desk procedure**

It is important that the Employer be able to contact employees at any time during their scheduled workday. Each employee is responsible for ensuring that such contact can be made. When an employee leaves his or her office or workstation for an extended period (whether to be away from the Employer or simply to be in another location within the Employer), the person to whom that employee reports, as well as the immediate Supervisor or Manager and any other individuals who should appropriately be informed under the circumstances, should be notified of the employee's whereabouts and anticipated return time. Each employee should check his or her voicemail and e-mails periodically and, in the case of being away from the office for a day or more, change his or her voicemail message and e-mail to indicate the time away from the office, and if possible, an alternate contact. In addition, it is necessary to notify the immediate Supervisor or Manager of vacation schedules so that inquiries may be handled appropriately.

### **B. PAID HOLIDAYS**

The Employer's holiday schedule is as follows: New Year's Day, Martin Luther King, Jr. Day, Washington's Birthday/President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Harry Van Arsdale Jr. Day (day after Thanksgiving), Christmas and the Employee's Birthday (if applicable).

### **C. JURY DUTY**

The Employer recognizes an employee's legal and civic responsibility to serve on a jury or grand jury, or to appear as a witness, if summoned to do so. Employees will receive time off for as long as the court requires their presence. See your Collective Bargaining Agreement for more specific information.

Any employee who is summoned for jury duty or witness duty must provide written proof to his or her immediate Supervisor or Manager.



The employee is expected to report to work on days, or part of the day, he/she is not required to be in court.

All employees are required to contact their immediate Supervisor or Manager on a regular basis to keep them updated and apprised as to their schedule. Employees must provide to the Human Resources Department a court voucher and proof of actual service (as provided by the court) upon return to work.

Immediate Supervisors or Managers may ask (but may not require) employees to attempt to postpone jury duty, if possible, if pressing business reasons exist.





## **LEAVES OF ABSENCE**

Please refer to your respective Collective Bargaining Agreement, if applicable, for specific terms related to leaves of absence.

### **A. NEW YORK PAID FAMILY LEAVE**

**New York Paid Family Leave.** Under New York's Paid Family Leave Benefits Law ("PFL"), eligible employees will receive a statutorily prescribed percentage of their average weekly wage (up to a maximum sum established by New York State) for up to 12 weeks of leave to:

- bond with a newly-born, adopted or foster child;
- care for a close relative with a serious health condition; or
- assist when a family member is deployed abroad on active military service.

All PFL time taken shall run concurrently with any federal FMLA leave to which the employee may be eligible.

For current information on New York PFL rates and eligibility criteria, please contact the Human Resources Department.

### **B. BEREAVEMENT LEAVE**

The Employer recognizes the need for an employee to take time off in the event of the death of an immediate family member. An "immediate family member" is defined as the employee's spouse, parent, parent-in-law, child, sibling, grandparent, spouse's grandparent, or grandchild.

In the event of the death of an immediate family member, a regular *full-time* salaried employee may be granted paid bereavement leave of up to 5 consecutive work days. A regular *part-time* salaried employee may be granted a pro rata share of such days based on his or her normally scheduled work week, at the discretion of the immediate Supervisor or Manager. Paid time off for the death of someone other than an immediate family member may be granted at the discretion of the immediate Supervisor or Manager, but will normally not exceed one (1) day.

If additional time is needed, the use of personal days, vacation days, or a leave of absence may be authorized by the immediate Supervisor or Manager, if feasible.

### **C. MILITARY LEAVE**

The Employer complies with all applicable federal, state and local laws applicable to the employment of military personnel and military leaves of absence, including the Uniform



Services Employment and Reemployment Rights Act (“USERRA”) and related regulations.

Employees who leave their current job at the Employer to perform military service have the right to be reemployed in their current job with benefits if the employee:

- ensures that the Employer receives advance written or verbal notice of the service;
- has five years or less of cumulative service in the uniformed services while with the Employer;
- returns to work or apply for reemployment in a timely manner after conclusion of service; and,
- has not been separated from service with a disqualifying discharge or under other than honorable conditions.

Employees who are eligible to be reemployed will be restored to the job and receive the seniority, rights, and benefits that they would have attained had they remained continuously employed but for the military service.

Any questions regarding this policy should be directed to the Human Resources Department.

#### **D. *FEDERAL FAMILY AND MEDICAL LEAVE (FMLA)***

**Family and Medical Leave Act.** Pursuant to the federal Family and Medical Leave Act (“FMLA”), eligible employees are entitled to unpaid, job-protected leave for up to 12 weeks in a 12-month period (measured on a rolling-back basis) for any of the following reasons:

- Incapacity due to pregnancy, prenatal medical care, or child birth;
- The care of the employee’s child after birth, or placement for adoption or foster care (leave for this reason must be concluded within 12 months of the birth or placement);
- The “serious health condition” of the employee that makes the employee unable to perform the functions of his or her position;
- The “serious health condition” of the employee’s family member<sup>1</sup>;

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<sup>1</sup> “Family member” under the FMLA means the spouse, parent, or child of the employee. In addition, in the case of a leave to care for an injured or ill covered service member, the covered service member is considered a “family member” if the employee is his or her next of kin (generally, the nearest blood relative other than covered service member’s spouse, parent, or child, or a person designated in advance by the service member).



- Any qualifying exigency<sup>2</sup> arising out of the fact that a family member is on active military duty or called to active duty;
- In addition, eligible employees may be entitled to unpaid, job-protected leave for up to 26 weeks in a single 12-month period for the following reason:
  - The care of a family member who has suffered a serious injury or illness while on active military duty (“covered service member”).

For further information on qualifying family and medical leaves and eligibility requirements, employees should contact the Human Resources Department.

## **1. Eligibility**

To be eligible for FMLA Leave, an employee must:

- (1) be employed by the Employer for at least one year; **and**,
- (2) have at least 1,250 hours of service within the 12-month period immediately preceding the date the leave is requested.

An eligible employee should request FMLA Leave from his or her immediate Supervisor or Manager as soon as he/she becomes aware of the need for such leave.

Please note if an employee and the employee’s spouse both work for the Employer and are eligible for FMLA leave, then the combined FMLA time allowed both employees for care of a newly born or adopted child, or for the care of a parent with a serious health condition, is limited to 12 weeks in a 12-month period.

## **2. Notice and Medical Certifications**

Certain requirements may need to be fulfilled before FMLA Leave is granted; failure to satisfy these requirements could delay the commencement of FMLA Leave. For example, the employee must provide the Employer with at least 30 days’ advance notice if the leave is “foreseeable.” Leave is generally “foreseeable” in situations such as an expected birth, placement for adoption or foster care or planned medical treatment for a serious health condition. If the employee fails to provide advance notice in such a case, the Employer may delay commencement of the leave until the end of the 30-day notice period. If the leave is not foreseeable, the employee must provide notice as soon as practicable.

An employee requesting FMLA Leave due to his or her own serious health condition or the serious health condition of his or her family member will be required to provide medical certification (at the employee’s expense) of such condition, including, if the leave is for

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<sup>2</sup> “Qualifying exigency” means short-term notice deployment; military events and related activities; childcare and school activities; financial and legal arrangements, counseling; rest and recuperation; and post-deployment activities.



the care of a family member, the health care provider's statement that the employee is needed to provide such care to the individual. The employee should provide medical certification in advance of a foreseeable FMLA Leave and as soon as practicable in all other cases. Employer may require the employee to obtain a second or third medical opinion (at the Employer's expense) before the absence is approved as an FMLA Leave. The Employer, however, may designate any leave of absence as FMLA related upon receipt of sufficient information from any source.

An employee on FMLA Leave due to a serious health condition may be asked to provide periodic updates on the condition and, if the serious health condition is his or her own, will be required to provide a fitness for duty report upon his or her return to work.

An employee requesting FMLA Leave for a "qualifying exigency" relating to military duty must provide a Certification of Qualifying Exigency for Military Family Leave, along with other available documentation that supports the need for leave. Certification should be provided in advance of foreseeable FMLA Leave and as soon as practicable in all other cases.

### **3. Intermittent and Reduced Schedule Leave**

Under some circumstances, the employee may take FMLA Leave intermittently (which means taking leave in blocks of time) or by reducing his or her normal weekly or daily work schedule. If the intermittent or reduced schedule leave is due to the birth or placement for adoption or foster care of a child, the employee's request for such leave must be approved by the Employer, and is generally not permitted for child bonding time (following birth or adoption). If the request for intermittent or reduced schedule leave is due to the "serious health condition" of the employee or the employee's family member, such leave will be granted only if medically necessary.

If the need for intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the employee is responsible for scheduling the treatment in a manner that does not unduly disrupt the Employer's operations, subject to the approval of the health care provider.

In certain situations, the employee may be required to transfer to another position for which he/she is qualified, with equivalent pay and benefits, in order to accommodate the intermittent or reduced-schedule leave.

### **4. Paid Leave Runs Concurrent with FMLA Leave**

Employees are required to use all accrued paid leave (e.g., personal, sick, vacation) in connection with any leave taken under the FMLA. For example, if an employee has four weeks accrued vacation time and five sick days at the time of FMLA leave, then the first five weeks of FMLA will be paid, and the remaining portion will be unpaid. If the employee receives any sick pay (including sick days and Disability/Salary Continuation Plan,



mandatory short-term disability and workers' compensation benefits) due to his or her serious health condition, the employee's FMLA entitlement will be counted simultaneously with such period of disability.

## **5. Other Requirements**

Once an employee is on FMLA Leave, the Employer may require the employee to check in periodically with his or her immediate Supervisor or Manager to keep the Supervisor informed as to his or her status and intent to return to work. Generally, the Supervisor will arrange a check-in schedule with the employee before the leave begins.

## **6. Reinstatement from FMLA Leave**

Subject to certain exceptions provided by law, an employee returning from FMLA Leave will be placed in the same position (if then still available) he/she held prior to going on leave or an equivalent position, with the same pay, benefits and other terms and conditions of employment to which the employee would have been entitled had he/she not been on FMLA Leave.

The Employer reserves the right to deny reinstatement to a salaried employee who is considered a "key employee" under the FMLA (generally, among the highest paid 10% of employees) if necessary to prevent substantial and grievous economic injury to the Employer. Any employee subject to this restriction will be so notified at the time FMLA Leave is requested or commences (if earlier).

## **7. Employee Benefits**

If an employee is covered under the Employer's health insurance, life insurance and long-term disability plans at the time FMLA Leave commences, the Employer will continue to provide such benefits to the employee for the full period of approved leave. Before beginning an FMLA Leave, the employee should contact the Human Resources Department to determine the procedures on paying applicable premiums to ensure that there will be no lapse in coverage. If an employee does not return to work at the expiration of FMLA Leave, the Employer may also recover any employer contributions made to these benefit plans on behalf of the employee unless the failure to return is due to circumstances beyond the employee's control.

An employee on unpaid FMLA Leave will not accrue any paid time off (e.g., vacation) during FMLA Leave.

An employee on FMLA Leave will be subject to the same terms, conditions, and limitations of Employer benefits plans as active employees.



## 8. Definitions

A “child” is the biological, adopted, or foster child, stepchild, legal ward or child of a person standing in *loco parentis*, who is under age 18 or is incapable of self-care due to a mental or physical disability.

A “spouse” is a husband or wife as recognized under state law.

A “parent” is the biological parent or an individual who stands or stood in *loco parentis* to the employee when the employee was a child.

A “serious health condition” is any condition or illness that involves (1) any period of in-patient care, (2) any period of incapacity requiring an absence of more than three (3) days from work, school or other regular activities where continuing treatment by a health care provider is required, or (3) continuing treatment by a health care provider for a condition that, if left untreated, could result in an absence of at least three (3) days. Prenatal care is also considered a serious health condition.

A “health care provider” is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices. This term also includes others capable of providing health care services, such as podiatrists, dentists, clinical psychologists, optometrists, chiropractors (for certain treatments of the spine only), nurse practitioners, and nurse midwives, as long as they perform within the scope of their practice as defined under state law.

## 9. Benefits Billing for Unpaid Leaves

Depending on the type of authorized unpaid leave of absence you are on, you may be eligible to continue all or some of your group insurance coverage.

### E. WORKERS' COMPENSATION

If an employee is injured on the job, or becomes ill with a work-related condition, Workers' Compensation may replace a portion of the lost wages and pay medical expenses related to the illness or injury. The Employer reserves the right to apply the FMLA requirement pursuant to section “D”.

When the employee returns to work from a job-related illness or injury, the employee must inform the Human Resources Department and provide a doctor's note or certificate stating that they are medically able to return to work.

### F. DISABILITY LEAVE

If an employee suffers an injury or illness outside of work, they may be eligible for mandatory short-term disability or the Disability Salary Continuation Plan benefits. If the employee's absence is due to his or her own illness and is expected to last more than



seven (7) consecutive calendar days or five (5) business days, the employee must inform the Human Resources Department and submit a disability claim through the Employer's Disability Insurance carrier in order to ensure continuity of pay or eligibility for the Disability Salary Continuation Plan benefit. The employee's physician is required to provide information to the Employer's Disability Insurance carrier within fourteen (14) days of his or her disability. **Late submission of the disability claim may delay or interrupt the continuance of disability payments or result in a denial of disability benefits, or cause interruption of salary continuation.**

An employee may also be eligible for Family and Medical Leave Act benefits. See [Family and Medical Leave](#) in this Handbook.

#### **G. PAID SICK, PERSONAL, AND SAFE LEAVE**

The Employer recognizes that employees may occasionally need time off from work due to personal and/or family medical needs. Accordingly, the Employer strictly adheres to the New State Paid Sick Leave Law, New York City's Temporary Schedule Change Law, and New York City's Earned Safe and Sick Time Act.

Under New York laws, covered employees have the right to use paid safe, personal and/or sick leave for the care and treatment of themselves or a family member and to seek legal and social services assistance or take other safety measures if the employee or a family member may be the victim of any act or threat of domestic violence or unwanted sexual contact, stalking, or human trafficking.

A copy of the Employer's [PAID PERSONAL, SAFE AND SICK LEAVE POLICY](#) accompanies this Handbook.

For those employees who are a party to a collective bargaining agreement or a separate employment agreement, please refer to the terms of your CBA or individual agreement to determine your personal leave benefits. Duplication of sick, safe or personal leave benefits is not authorized.





## **SECURITY AND SAFETY**

See also the Employer's [Workplace Violence Prevention Policy](#) in this Handbook.

### **A. [SECURITY ON PREMISES](#)**

#### **1. Safeguarding Your Property**

There is no expectation of privacy or ownership of Employer property. The Employer is not responsible for the theft of an employee's personal property. Employees are responsible for their own personal property and are expected to take appropriate precautions:

- Use coat closets for coats and jackets only, not as storage areas;
- Do not leave articles of value in a coat, jacket, or bag that is not being worn or used;
- Never leave articles of value on or near a desk when not present;
- Avoid bringing personal valuables to work.

If an employee suspects a theft of personal property, he or she should immediately report the incident to a Supervisor or Manager, the Human Resources Department, and/or Security.

### **B. [SMOKING POLICY](#)**

#### **1. City of New York Smoke-Free Air Act**

In compliance with the City of New York's Smoke-Free Air Act and other state and local laws governing smoking in the workplace and, in an effort to provide employees and customers, to the extent practicable, with a "smoke-free" environment, employees must adhere to the Employer's [Smoking Policy](#) in all New York City offices. Employees who work outside of New York City should consult the Human Resources Department to determine what aspects of this policy may apply to their specific location.

#### **2. Smoking Prohibited Areas**

Smoking, which includes the carrying or holding of a lighted pipe, cigar, "vape", or cigarette of any kind, is prohibited in any part of the building.

In addition, smoking is prohibited within 20 feet from the front and rear entrances of the building as well as the courtyard.



### **C. ACCIDENTS**

If an accident occurs on the Employer's premises, whether to employees, vendors, or visitors, the matter should be immediately referred to a Supervisor or Manager and Security, regardless of how insignificant the accident may appear to be. Prompt reporting is necessary to provide immediate medical aid to an injured person and to facilitate a full and timely report to our insurance company. If an accident occurs after hours, employees should contact Security, who will arrange for an ambulance, or other medical assistance, as may be appropriate or necessary. An incident report will be prepared by Security and forwarded to the Human Resources Department.

When the accident involves a vendor or visitor, employees should not make any statement to the injured person as to their opinions on the cause of the accident.

### **D. FIRE & MEDICAL EMERGENCIES AND SAFETY PROCEDURES**

All emergencies, including fire, bomb threats, or medical issues, should be immediately reported to Security. Each location has specific emergency procedures posted and holds periodic fire drills. General emergency procedures follow.

#### **1. What to Do During a Fire Alarm**

- Remain calm. Listen for instructions over the emergency communications system.
- Close the doors, but do not lock them. Take only essential belongings. Keep hands free.
- Follow instructions of the Fire Warden. Employees may be asked to inspect the area, or to help others.
- Do not use the elevators. Elevators are programmed to return to the lobby to await firefighters.
- Feel doors for heat before opening them. Do not open any that are hot.
- Employees who have a disability and feel that they would need assistance in case of an emergency should notify their Fire Warden who will assign them an "Aide." In case of emergency, await help from the designated Aide or contact another Aide or the nearest location co-worker. Go inside the fire stair and wait for assistance.

#### **2. Fire Wardens and Aides**

Some employees may be asked to serve as a Fire Warden or an Aide. If so, these employees will be instructed in proper safety procedures to help direct other employees away from danger in the event of a fire.



### **3. Fire Prevention**

Employees who see any potential source of a fire (protruding electrical connections, loose floor tiles, frayed electrical wiring, torn carpeting, etc.) should immediately call Security and/or Maintenance.

### **4. Fire Emergency**

What to do if a fire is discovered:

- Pull the fire alarm box near the closest stairwell
- Call the Fire Department by dialing 911

Employees must familiarize themselves with the fire emergency procedures applicable to the facilities where they work.

### **5. Medical Emergency**

In the case of a medical emergency, both Security and management must be immediately notified. Employees must familiarize themselves with medical assistance available at the Employer's location.

## **E. RECEIVING A BOMB THREAT BY TELEPHONE**

In the case of a bomb threat by telephone, employees should:

- Attract the attention of a co-worker discreetly and quietly while listening to the caller. The co-worker should note the specific telephone number receiving the call and notify building security immediately
- Get as much information as possible from the caller about the bomb's location, type and time of detonation
- Ask about the bomb's appearance and who is placing it
- Ask the caller's name and address
- Make note of any specific details
- Ask the caller to repeat parts of the message and make notes of any clues that might help police. (For example, is the caller male or female? Adult or juvenile? Is the voice educated, coarse, accented or disguised? Does the caller seem angry, rational, or literate? Is the caller a member of Local 3?)
- Make note of any background noises



Inform your manager immediately for appropriate procedural follow up.

#### **F. ACTIVE SHOOTER OR WORKPLACE ATTACK PROTOCOL**

See also the Employer's *Workplace Violence Prevention Policy* in this Handbook.

The **NYPD** has provided information on how employees should react in the event of a workplace attack. **Here are some commonly suggested safety tips provided by NYPD:**

##### **THE CALL TO 911:**

Call 911 and give them the following information as calmly as possible:

1. Your name
2. Location of the incident (provide as many specific details as possible)
3. Your exact location
4. Number of attackers, the location at which they were last seen, and the direction in which they traveled
5. Physical description of the attacker (sex, race, clothing, type of weapons)
6. Articulate the number and location of victims and provide a brief description of injuries
7. If you have heard explosions or gunshots
8. If you observed any suspicious devices (improvised explosive devices), provide a description and location

##### **If you are able to leave the building:**

- Evacuate the building immediately if it can be done in a safe manner: When evacuating in the stairwell, stay pressed to the wall to allow responding officers room to ascend quickly and safely;
- Do NOT carry any personal belongings with you and avoid elevators if possible;
- Make sure that your hands are empty and visible so that responding officers don't confuse you with an armed attacker.

##### **If you are unable to leave the building:**

- If it is possible to do safely, move to a central and secure area of the building;



- Locate an area with ballistic cover, not just visual concealment. Such cover stops/slows bullets; Concealment alone does not. Think big—Copy machines, walls, etc.;
- Block the door with large heavy objects to make entry as difficult as possible (desks, tables, file cabinets, furniture, books, etc.) If the only means available to barricade the door is with your body, attempt to stay lower than average waist level to avoid any shot fired through the door by the attacker.

**If you come face to face with the assailant:**

- There is no single procedure that can be recommended in this situation;
- Last resort options if you come face to face with the assailant are twofold: Attempt to quickly overpower the individual with force in the most violent manner possible;
- If you are with other people you should work as a collective group to overcome the attacker. Remember, the attackers will continue to attack victims unless they are stopped.



## **LEAVING THE EMPLOYER**

All employees are hired and employed as employees “at-will,” unless they are subject to a Collective Bargaining Agreement or it is otherwise agreed to in writing, signed by the employee and a duly-authorized representative of the Employer. Employment at-will means that employees or the Employer can terminate the employment relationship at any time and for any reason, subject only to providing any advance notice that may be required by the employee’s offer letter or other written agreement with the Employer. See also the *Employment At-Will Disclaimer* in this Handbook.

### **A. TERMINATION OF EMPLOYMENT**

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances for which employment is terminated:

- Resignation – voluntary employment termination initiated by an employee;
- Discharge – involuntary employment termination initiated by the organization;
- Layoff – involuntary employment termination initiated by the organization for non-disciplinary reasons;
- Retirement – voluntary employment termination initiated by the employee meeting age, length of service and any other criteria from the organization.

Employee benefits will be affected by employment termination in the following manner: All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee’s expense if the employee so chooses. The employee will be notified in writing of the benefits which may be continued and the terms, conditions, and limitations of such continuance.

### **B. POST-EMPLOYMENT OBLIGATIONS**

In addition to any contractual obligations an employee may have pursuant to his or her CBA or Employment Agreement with the Employer, when leaving employment with the Employer, employees must **return**:

- (1) all items of the Employer’s property, including without limitation (i) staff identification card, card keys, personal computers, cellular phones, pagers, access tokens, hand-held devices and any other items belonging to the Employer prior to leaving; and (ii) any documents containing or reflecting confidential information of the Employer;
- (2) any other information possessed which relates to the Employer’s customers or business; and,



- (3) any copies of documents that contain, refer to, or reflect (1) and (2) above which are in the employee's possession or control. If requested, employees must sign an undertaking that they have complied with the terms of this provision.

### **C. *RETURN OF EMPLOYER PROPERTY***

Employees are responsible for all Employer property, materials, or written information issued to them or in their possession or control. Employees must return all Employer property immediately upon request or upon termination of employment. The Employer will take all action deemed appropriate to recover or protect its property. See also the Employer's [\*Desks, Workstations and Property – Employee Privacy Policy\*](#) in this Handbook.





### **ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK**

I acknowledge that I have received the Employer Employee Handbook along with all of the referenced Policies and attachments (the "Handbook").

I further acknowledge that I have been made aware of the physical locations of all hard-copy mandatory postings and notices at my assigned worksite. I have also been instructed on how to access, review, and utilize the JIB INTRANET and any policies, notices, and/or forms which are electronically posted therein.

I understand that it is my responsibility to review and follow the Handbook in addition to all policies and procedures contained therein and on the JIB INTRANET, and that, should I have any questions regarding the Handbook or the JIB INTRANET, I will contact the Human Resources Department.

**EMPLOYEE'S NAME (printed):** \_\_\_\_\_

**EMPLOYEE'S SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_