

## Updating the Employee Handbook

Several policies have been revised this year and new policies are also available. The updates have been categorized as mandatory or non-mandatory. Mandatory updates should be incorporated, as applicable, into your Employee Handbook. You may determine whether to incorporate any non-mandatory updates and/or new policies into your Employee Handbook.

Below is a summary of changes to the Employee Handbook.

# **Summary of Employee Handbook Changes for 2023**

## Mandatory Updates

**Preface** - Policy updated to express compliance with federal, state and local law including protected concerted activity under the National Labor Relations Act (NLRA) and to include a definition of the workplace for employers with remote/hybrid work or positions in which work may be regularly or frequently performed offsite.

**Gender Inclusion** – Policy updated to remove the following: detailed definitions as definitions may change over time; exhaustive procedural details as procedures for supporting a transitioning employee would be better addressed through training or on a case-by-case basis; and information related to health care coverage for gender-affirming care as the company’s plan documents will control whether gender-affirming care is covered.

**Sexual Harassment (NY)** – Policy updated to include additional gender-based protections; a prohibition against personnel file disclosure in retaliation for a sexual harassment claim; and information on the state’s toll-free confidential sexual harassment hotline.

**Non-Discrimination/Non-Harassment (NY)** – Policy updated to include additional gender-based protections; a prohibition against personnel file disclosure in retaliation for a sexual harassment claim; and information on the state’s toll-free confidential sexual harassment hotline.

**New York Paid Family Leave Benefits** – Policy updated to include a definition of covered family members consistent with the state’s model language and the addition of siblings as covered family members for leave as of Jan. 1, 2023.

**Violence in the Workplace -** Policy updated to reflect new phone number for the Suicide Prevention Lifeline.

**Notice of Electronic Monitoring & Acknowledgment** **(NY employers who engage in, or may engage in, electronic monitoring)** – Notice and acknowledgment included to comply with New York Civil Rights Law Section 52-c, which went into effect on May 7, 2022; notice and acknowledgment made to be a direct representation of the types of monitoring that may be covered under the law regardless of the actual monitoring practices undertaken by the employer.

**Violence in the Workplace -** Policy updated to reflect new phone number for the Suicide Prevention Lifeline.

**Notice of Electronic Monitoring & Acknowledgment** **(NY employers who engage, or may engage, in electronic monitoring)** – Notice and acknowledgment included to comply with New York Civil Rights Law Section 52-c, which went into effect on May 7, 2022; notice and acknowledgment made to be a direct representation of the types of monitoring that may be covered under the law regardless of the actual monitoring practices undertaken by the employer.

## Non-Mandatory Updates

**Employment At-Will –** New standalone policy statement to make clear that, absent a written agreement indicating otherwise, the employment relationship is at-will, meaning that it can be terminated by either party at any time and for any reason.

**Employee Resources and Announcements** – New policy which replaces the Bulletin Board policy and provides an overview of helpful resources for employees and advises employees where they can obtain information and announcements.

**Lactation Accommodation** - Policy updated to include language for employers who have remote and/or hybrid workers, in addition to, a physical location.

**Individuals with Disabilities** (NY & Fed) – Policies updated to eliminate redundant statements related to employee questions or concerns regarding the policies.

**Religious Accommodation** – Policy updated to eliminate redundant statements related to employee questions or concerns regarding the policy.

**Working Hours (NY)** – Policy updated to include language regarding lactation breaks for employers who have remote and/or hybrid workers, in addition to, a physical location and to include an option to add any applicable time zone to the deadline for submission of time records.

**Working Hours (Fed)** – Policy updated to include an option to add any applicable time zone to the deadline for submission of time records.

**Benefits** – Policy updated to rearrange sentence/paragraph order and structure. This policy also replaces individualized detailed policies on benefits by instead referring employees to plan documents for health and welfare benefits (i.e., health insurance, dental insurance, FSA, HSA, domestic partner benefits, life insurance, retirement plans, etc.).

**Short-Term Disability Insurance** (NY) – Policy updated include clarifications on STD benefits, interaction with other benefits, cost, leave entitlement and non-discrimination and retaliation.

**Disability Leave** – Policy updated to clarify how wage replacement benefits such as workers’ compensation and/or short-term disability insurance coordinate with leave under the policy and FMLA, in addition to leave as an accommodation under federal or state law.

**Alcohol & Drug-Free Workplace** – Policy updated to change references within the policy from “telecommuting” to “remote work/working remotely.”

**Infectious Disease** – Policy updated to change references within the policy from “telecommuting” to “remote work/working remotely.”

**Remote Work** - Policy titled changed from “Telecommuting” to “Remote Work.” References to “telecommuting” throughout the policy have been updated to “remote work/working remotely.”

**Should You Leave Us** – Policy updated to include optional language regarding rehired employees.

## Instructions for Making Updates to the Employee Handbook

The policy changes may be made by copying and pasting the updated policies into your existing Employee Handbook.

**\*Please note:** Where there is a New York (NY) and Federal version of a policy, employers should select the policy that is applicable to the type of Employee Handbook they have. Clients who have a Fed/NY combined Employee Handbook should select the NY policy version, and clients who have a Federal Employee Handbook with state specific addendums should select the Federal policy version and include any NY specific policies in their NY Handbook Addendum, if applicable.

When copying and pasting the updated policies into your Handbook:

* It is important that you review the full policy closely and customize for the specific company practices. Because the full policies are written to include all potential options for employers, you will need to customize or strip out any information listed in the policies that is not applicable to the company.
* Policies that have options or optional statements have been labeled as **[Optional:]** and will need to be reviewed and customized to reflect the appropriate option.
* Language that is **bold and/or [in brackets]** needs to be reviewed and customized to reflect the appropriate benefits and/or terminology for the company. **\*Please note:** The following words in within the Complaint Investigation, Management Responsibilities and New York State Division of Human Rights sections of the Non-Harassment, Sexual Harassment and/or Non-Harassment/Non-Discrimination policies have been intentionally bolded and should remain as such:
	+ “***All***” is bolded and italicized;
	+ “**required**” to report is bolded; and
	+ “**within one year**” and “**within three years**” is bolded.
* Adjust the formatting as necessary after the policies are customized, including updating policy numbers and the Table of Contents.

**Additional Information or Questions**

If you prefer a redlined version of the edits or have additional questions, please contact the HR Works Virtual Helpline at 1-888-668-1271 or hrhelp@hrworks-inc.com.

# **MANDATORY UPDATES**

## PREFACE

This Handbook\* outlines the human resources policies and benefit plans currently in effect at **Company Name**. In this **Employee Handbook**, **Company Name** is also referred to as “**Company Name**” or “**Company**.” Policies are revised or added periodically and are effective as of the date issued.

The statements regarding our **Company**’s policies, procedures and benefits are for information purposes only. They do not constitute a contract for employment, either expressed or implied. **[Do not include for Montana (See policy notes on applicable options for verbiage for Montana):** Our **Company** adheres to the principle of employment-at-will which preserves the right of either the employee or the employer to terminate the employment relationship at any time, with or without cause.] No **supervisor/manager** or employee of **Company Name** has any authority to enter into an agreement for any employment other than at will. Only **WHO** has the authority to make any such agreement and then only if it is reduced to writing.

Important Information about Benefits

As our **Company** evolves, we will continue to review and revise these human resources policies and benefit programs. The **Company** reserves the right to alter, reduce or terminate any pay practices, policies, premium contributions, benefits and benefit plans, in whole or in part, at any time for any reason to the extent permissible by law. Any such change may affect retirees and beneficiaries, as well as active employees.

The benefit information found in this Handbook is intended to provide an overview of the benefit plans. The actual benefits are controlled by the terms of the applicable plan documents and insurance policies. Questions regarding the interpretation of these plans will be answered in accordance with the actual plan documents and insurance policies, rather than the summaries contained in this Handbook. Employees may obtain copies of these documents from **WHO.**

Disclaimers

This **Employee Handbook** will be interpreted to comply with all applicable federal, state, and local laws. Nothing in this **Employee Handbook** is intended to unlawfully restrict an employee’s right to engage in any concerted activity protected by the National Labor Relations Act.

**[Include statement for unionized employers:** **Note:** If there is a conflict between the collective bargaining agreement and this Handbook, the provisions of the collective bargaining agreement are controlling for unionized employees.**]**

**[Include statement for civil service employers:** **Note:** If there is a conflict between Civil Service regulations and this Handbook, Civil Service regulations are controlling for Civil Service employees.**]**

[**Include if the company has remote/hybrid work or positions in which work may be regularly or frequently performed offsite:** In this **Employee Handbook**, the “workplace” may refer to a physical worksite, including the **Company**’s private offices, work performed at a **client**’s**/customer**’s worksite, any remote work location, including an employee’s home or any other place outside of the traditional workplace where an employee performs work on behalf of **Company Name**.**]**

\* This Handbook and its policies are effective **MONTH YEAR** and supersedes all other personnel manuals and personnel policies previously distributed by the **Company**. To avoid confusion, please discard any copies of previously published **Employee Handbooks**.

## GENDER INCLUSION

**Company Name** is committed to creating a safe and productive workplace environment for all employees, including those who identify as transgender or gender nonconforming.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EMPLOYEE RIGHTS**

Employees have the right to discuss their gender identity or expression openly, or to keep that information private. Employees also have the right to be addressed by the name and pronoun that correspond to their gender identity and use the restroom or other facilitiesthat corresponds to their gender identity. Employees also have the right to comply with the **Company**’s **Professional Attire** policy in a manner consistent with their gender identity.

**NON-DISCRIMINATION/NON-HARASSMENT**

As stated in the **Equal Employment Opportunity** and **[**the **Non-Harassment/Non-Discrimination OR Non-Harassment and Sexual Harassment** policies**]**, **Company Name** does not discriminate based on sex, sexual orientation, gender identity, or gender expression. Any incident of discrimination, harassment, or violence based on gender identity or expression will be given immediate and effective attention, including, but not limited to, investigating the incident, taking suitable corrective action, and providing employees and staff with appropriate resources.

**ADDITIONAL INFORMATION**

Employees who have questions about this policy, including changes to their official record or who would like to discuss their personal circumstances, may contact WHO. The needs of each employee will be assessed on a case-by-case basis and in accordance with applicable federal, state and local law.

## SEXUAL HARASSMENT [NEW YORK]

**Company Name** is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination and will not be tolerated at **Company Name**. All applicants, employees, interns (paid or unpaid), contractors and individuals conducting business with **Company Name** are required to conduct themselves in a manner that prevents sexual harassment in the workplace. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action, up to and including termination. This policy is one component of **Company Name**’s commitment to a discrimination-free and harassment-free work environment.

Sexual harassment is against the law. All employees have a legal right to a workplace free from sexual harassment. Employees can enforce this right by filing a complaint internally with **Company Name**, or with a government agency or in court under federal, state or local antidiscrimination laws.

**DEFINITION**

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment based on sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual’s sex when:

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

A sexually harassing hostile work environment consists of words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual’s sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient’s job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called “quid pro quo” harassment.

Sexual harassment is offensive, is a violation of our policies, is unlawful, and may subject **Company Name** to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability. Employees of every level who engage in sexual harassment, including **supervisors/managers** who engage in sexual harassment or who allow such behavior to continue, will be penalized for such misconduct.

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

**EXAMPLES OF SEXUAL HARASSMENT**

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

* Physical assaults of a sexual nature, such as:
	+ Touching, pinching, patting, grabbing, brushing against another employee’s body or poking another employee’s body;
	+ Rape, sexual battery, molestation or attempts to commit these assaults.
* Unwanted sexual advances or propositions, such as:
	+ Requests for sexual favors accompanied by implied or overt threats concerning the victim’s job performance evaluation, a promotion or other job benefits or detriments;
	+ Subtle or obvious pressure for unwelcome sexual activities.
* Sexually oriented gestures, noises, remarks, jokes or comments about a person’s sexuality or sexual experience, which create a hostile work environment.
* Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
* Sexual or discriminatory displays or publications anywhere in the workplace, such as:
	+ Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
* Hostile actions taken against an individual because of that individual’s sex, sexual orientation, gender identity and the status of being transgender, such as:
	+ Interfering with, destroying or damaging a person’s workstation, tools or equipment, or otherwise interfering with the individual’s ability to perform the job;
	+ Sabotaging an individual’s work; or
	+ Bullying, yelling, name-calling.

**WHO CAN BE A TARGET?**

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

**WHERE CAN SEXUAL HARASSMENT OCCUR?**

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

**REPORTING SEXUAL HARASSMENT**

**Preventing sexual harassment is everyone’s responsibility.** **Company Name** cannot prevent or remedy sexual harassment unless the **Company** knows about it. Any employee, intern (paid or unpaid) or non-employee who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a **supervisor/manager** or **WHO**. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a **supervisor/manager** or **WHO**.

Reports of sexual harassment may be made verbally or in writing. The written complaint form is located **where**. All employees are encouraged to use this complaint form. Employees who are reporting potential sexual harassment on behalf of other employees should use the complaint form and note that the complaint is being made on behalf of another employee.

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

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

**MANAGEMENT RESPONSIBILITIES**

All **supervisors/managers** who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, **are required** to report such suspected sexual harassment to **WHO**.

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

**Supervisors/Managers** will also be subject to discipline for engaging in any retaliation.

**COMPLAINT INVESTIGATION**

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

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough. The investigation will be kept confidential to the extent possible. All persons involved, including complainants, witnesses and alleged perpetrators, will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation.

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

While the process may vary from case to case, investigations will generally be conducted in accordance with the following steps:

* Upon receipt of complaint, **WHO** will conduct an immediate review of the allegations, and take any interim actions, as appropriate. If the complaint is verbal, the individual will be encouraged to complete the “Complaint Form” in writing. If the complainant chooses not to complete the Complaint Form, **WHO** will prepare a Complaint Form based on the complainant’s verbal report.
* If documents, emails or phone records are relevant to the allegations, steps will be taken to obtain and preserve them.
* **WHO** will request and review all relevant documents, including all electronic communications.
* **WHO** will interview all parties involved, including any relevant witnesses.
* **WHO** will prepare written documentation of the investigation (such as a letter, memo or email), which contains the following:
	+ A list of all documents reviewed, along with a detailed summary of relevant documents;
	+ A list of names of those interviewed, along with a detailed summary of their statements;
	+ A timeline of events;
	+ A summary of prior relevant incidents, reported or unreported; and
	+ The basis for the decision and final resolution of the complaint, together with any corrective action(s).
* Written documentation and associated documents will be maintained by the **Company** in a secure and confidential location.
* Following the investigation, **WHO** will promptly notify the complainant and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.
* **WHO** will inform the complainant of their right to file a complaint or charge externally as outlined in the Legal Protections and External Remedies section of this policy.

**CORRECTIVE ACTION**

If a report of sexual harassment is found to be valid, immediate and appropriate corrective action will be taken. Employees or interns (paid or unpaid) who violate this policy, including the provision against retaliation, will be subject to disciplinary action, up to and including termination. This determination will be based on all the facts of the case.

**NO RETALIATION**

**Company Name** will not tolerate retaliation against anyone who, in good faith, complains or provides information about suspected harassment.

Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a sexual harassment claim including, but not limited to being discharged, disciplined, discriminated against, having their personnel file disclosed, except where such disclosure is made as part of filing a complaint or responding to a complaint or otherwise being subject to adverse employment action. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in a “protected activity.” Protected activity occurs when a person has:

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

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

**LEGAL PROTECTIONS AND EXTERNAL REMEDIES**

Harassment based on a protected class is against the law. All employees have a legal right to a workplace free from illegal harassment. Employees can enforce this right by filing a complaint internally with **Company Name**, or with a government agency or in court under federal, state or local antidiscrimination laws.

Harassment is not only prohibited by **Company Name** but is also prohibited by federal, state and (where applicable) local law. Aside from the internal process at **Company Name**, employees may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, employees may seek the legal advice of an attorney.

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

The Human Rights Law (HRL) codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court.

Complaints with DHR may be filed any time **within three years** of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, **within three years** of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court.

Complaining internally to **Company Name** does not extend the time to file with DHR or in court. The three years is counted from date of the most recent incident of harassment.

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

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

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

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

The DHR also maintains a toll-free hotline that provides counseling and accepts complaints regarding workplace sexual harassment. This hotline can be reached at 1-800-427-2773.

**United States Equal Employment Opportunity Commission (EEOC)**

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

The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

If an employee believes that they have been discriminated against at work, they can file a “Charge of Discrimination.” The EEOC has district, area and field offices where complaints can be filed. Contact the EEOC by calling (800) 669-4000 (800) 669-6820 (TTY), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

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

**Local Protections**

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they work to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 22 Reade St, New York, NY 10007; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

**Contact the Local Police Department**

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

## NON-HARASSMENT/NON-DISCRIMINATION [NEW YORK COMBINED]

**Company Name** is committed to maintaining a workplace free from all forms of unlawful harassment, including sexual harassment. Harassment based on any legally protected basis is a form of workplace discrimination. The **Company** prohibits unlawful harassment against anyone, for any reason, including, but not limited to an individual’s actual or perceived: race (including traits historically associated with race, such as hair texture and protective hairstyles), color, creed, religion (including wearing attire, clothing or facial hair in accordance with the tenets of religion), sex (including pregnancy, childbirth or related medical conditions and transgender status), gender identity or expression, an employee’s or dependent’s reproductive health decisions, familial status, national origin, physical or mental disability (including gender dysphoria and being a certified medical marijuana patient), genetic information (including predisposing genetic characteristics), age (18 and over), veteran status, military status, sexual orientation, marital status, certain arrest or conviction records, domestic violence victim status, **[include for NYC employers:** domestic partnership status, caregiver status, relationship or association with a person in one of the protected classes,**]** and any other status protected by law. All employees, interns, and non-employees conducting business in our workplace must refrain from engaging in unlawful harassment.

**DEFINITION OF SEXUAL HARASSMENT**

Sexual harassment is a form of sex discrimination and is unlawful under federal, state and (where applicable) local law. Sexual harassment includes harassment based on sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual’s sex when:

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

A sexually harassing hostile work environment consists of words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual’s sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient’s job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called “quid pro quo” harassment.

Sexual harassment is offensive, is a violation of our policies, is unlawful, and may subject **Company Name** to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability. Employees of every level who engage in sexual harassment, including **supervisors/managers** who engage in sexual harassment or who allow such behavior to continue, will be penalized for such misconduct.

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

**NO TOLERANCE**

Workplace harassment will not be tolerated at **Company Name**. All applicants, employees, interns (paid or unpaid), contractors and individuals conducting business with **Company Name** are required to conduct themselves in a manner that prevents sexual or other forms of harassment in the workplace. Any employee or individual covered by this policy who engages in workplace harassment or retaliation will be subject to remedial and/or disciplinary action, up to and including termination. This policy is one component of **Company Name**’s commitment to a discrimination-free work environment where all individuals are treated with dignity and respect.

**EXAMPLES OF SEXUAL HARASSMENT**

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

* Physical assaults of a sexual nature, such as:
	+ Touching, pinching, patting, grabbing, brushing against another employee’s body or poking another employee’s body;
	+ Rape, sexual battery, molestation or attempts to commit these assaults.
* Unwanted sexual advances or propositions, such as:
	+ Requests for sexual favors accompanied by implied or overt threats concerning the victim’s job performance evaluation, a promotion or other job benefits or detriments;
	+ Subtle or obvious pressure for unwelcome sexual activities.
* Sexually oriented gestures, noises, remarks, jokes or comments about a person’s sexuality or sexual experience, which create a hostile work environment.
* Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
* Sexual or discriminatory displays or publications anywhere in the workplace, such as:
	+ Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
* Hostile actions taken against an individual because of that individual’s sex, sexual orientation, gender identity and the status of being transgender, such as:
	+ Interfering with, destroying or damaging a person’s workstation, tools or equipment, or otherwise interfering with the individual’s ability to perform the job;
	+ Sabotaging an individual’s work; or
	+ Bullying, yelling, name-calling.

**DEFINITION OF OTHER UNLAWFUL HARASSMENT**

The creation of an intimidating or hostile working environment, based on one or more of the above protected categories, constitutes unlawful harassment. Specific types of unlawful harassment, in addition to sexual harassment covered above, include, but are not limited to:

* Physical harassment refers to pushing, hitting, crowding, cornering or unwanted physical touching;
* Verbal abuse refers to verbal comments, including but not limited to jokes or the use of slurs or other offensive language regarding, or made because of, an individual's actual or perceived membership in one of the protected categories listed above;
* Written harassment refers to derogatory or degrading written comments regarding, or made because of, an individual's membership in one of the categories listed above. Specific examples include, but are not limited to e-mail, text messages, memos, notes, graffiti, other visual depictions or pictures, cartoons, drawing, videos;
* Inappropriate, unwelcomed behaviors, such as offensive gestures and wearing clothes, jewelry, signage, etc. known to be offensive to particular protected classifications; and
* Any other unwelcome conduct that has the purpose or effect of creating an intimidating, hostile, or offensive working environment as defined by law, or has the purpose or effect of unreasonably interfering with an individual’s work performance or otherwise adversely affecting an individual’s employment opportunities.

Unlawful harassment, whether it is physical, verbal or visual in nature, is a form of employee misconduct which undermines the integrity of the employment relationship within our **Company**.

**WHO CAN BE A TARGET?**

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

**WHERE CAN HARASSMENT OCCUR?**

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

**REPORTING HARASSMENT**

Preventing workplace harassment is everyone’s responsibility. **Company Name** cannot prevent or remedy harassment unless the **Company** knows about it. Any employee, intern (paid or unpaid) or non-employee who has been subjected to behavior that may constitute unlawful harassment is encouraged to report such behavior to their **supervisor/manager** or to **WHO**. Anyone who witnesses or becomes aware of potential instances of workplace harassment should report such behavior to their **supervisor/manager** or to **WHO**.

Reports of workplace harassment may be made verbally or in writing. The written complaint form is located **where**. All employees are encouraged to use this complaint form. Employees who are reporting potential harassment on behalf of other employees should use the complaint form and note that the complaint is being made on behalf of another employee.

Employees, interns (paid or unpaid) or non-employees who believe they have been a victim of workplace harassment may also seek assistance in other available forums, as outlined in the Legal Protections and External Remedies section of this policy.

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

**MANAGEMENT RESPONSIBILITIES**

All **supervisors/managers** who receive a complaint or information about suspected workplace harassment, observe what may be harassing behavior or for any reason suspect that harassment is occurring, are **required** to report such suspected harassment to **WHO**.

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

**Supervisors/Managers** will also be subject to discipline for engaging in any retaliation.

**COMPLAINT INVESTIGATION**

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

An investigation of any complaint, information or knowledge of suspected harassment will be prompt and thorough. All persons involved, including complainants, witnesses and alleged perpetrators, will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation.

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

While the process may vary from case to case, investigations will generally be conducted in accordance with the following steps:

* Upon receipt of complaint, **WHO** will conduct an immediate review of the allegations, and take any interim actions, as appropriate. If the complaint is verbal, the individual will be encouraged to complete the “Complaint Form” in writing. If the complainant chooses not to complete the Complaint Form **WHO** will prepare a Complaint Form based on the complainant’s verbal report.
* If documents, emails or phone records are relevant to the allegations, steps will be taken to obtain and preserve them.
* **WHO** will request and review all relevant documents, including all electronic communications.
* **WHO** will interview all parties involved, including any relevant witnesses.
* **WHO** will prepare written documentation of the investigation (such as a letter, memo or email), which contains the following:
	+ A list of all documents reviewed, along with a detailed summary of relevant documents;
	+ A list of names of those interviewed, along with a detailed summary of their statements;
	+ A timeline of events;
	+ A summary of prior relevant incidents, reported or unreported; and
	+ The basis for the decision and final resolution of the complaint, together with any corrective actions action(s).
* Written documentation and associated documents will be maintained by the **Company**.
* Following the investigation, **WHO** will promptly notify the complainant and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.
* **WHO** will inform the complainant of their right to file a complaint or charge externally as outlined in the Legal Protections and External Remedies section of this policy.

**CORRECTIVE ACTION**

If a report of workplace harassment is found to be valid, immediate and appropriate corrective action will be taken. Employees or interns (paid or unpaid) who violate this policy, including the provision against retaliation, will be subject to disciplinary action, up to and including termination. This determination will be based on all the facts of the case.

**NO RETALIATION**

**Company Name** will not tolerate retaliation against anyone who, in good faith, complains or provides information about suspected harassment.

Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a workplace harassment claim including, but not limited to being discharged, disciplined, discriminated against, having their personnel file disclosed, except where such disclosure is permitted by applicable law, or otherwise being subject to adverse employment action. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Retaliation is unlawful under federal, state and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in a “protected activity.” Protected activity occurs when a person has:

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

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

**LEGAL PROTECTIONS AND EXTERNAL REMEDIES**

Harassment based on a protected class is against the law. All employees have a legal right to a workplace free from illegal harassment. Employees can enforce this right by filing a complaint internally with **Company Name**, or with a government agency or in court under federal, state or local antidiscrimination laws.

Harassment is not only prohibited by **Company Name** but is also prohibited by federal, state and (where applicable) local law. Aside from the internal process at **Company Name**, employees may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, employees may seek the legal advice of an attorney.

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

The Human Rights Law (HRL) codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to employers in New York State regarding harassment, and protects employees, paid or unpaid interns and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court.

Sexual harassment complaints may be filed with the DHR any time within **three years** of the harassment. All other harassment complaints may be filed with the DHR any time within **one year** of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, **within three years** of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court.

Complaining internally to **Company Name** does not extend the time to file with DHR or in court. The one to three years is counted from date of the most recent incident of harassment.

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

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

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

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

The DHR also maintains a toll-free hotline that provides counseling and accepts complaints regarding workplace sexual harassment. This hotline can be reached at 1-800-427-2773.

**United States Equal Employment Opportunity Commission (EEOC)**

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

The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

If an employee believes that they have been discriminated against at work, they can file a “Charge of Discrimination.” The EEOC has district, area and field offices where complaints can be filed. Contact the EEOC by calling (800) 669-4000 (800) 669-6820 (TTY), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

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

**Local Protections**

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they work to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 22 Reade St, New York, NY 10007; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

**Contact the Local Police Department**

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

## NEW YORK PAID FAMILY LEAVE BENEFITS

New York’s Paid Family Leave (PFL) law provides job protected leave and wage replacement to eligible employees for qualifying events.

**ELIGIBILITY**

To be eligible, employees must: regularly work 20 or more hours per week and have been employed for at least 26 consecutive workweeks preceding the first full day family leave is taken; or regularly work less than 20 hours per week and have worked for at least 175 days preceding the first full day family leave is taken. Paid time off can be counted toward an employee’s eligibility determination. Employees are eligible for PFL regardless of citizenship and/or immigration status.

PFL is granted to eligible employees who request time off for the following qualifying events:

* To participate in providing care, including physical or psychological care for a “covered family member” with a “serious health condition”;
* To bond with a child during the first 12 months after the child’s birth, adoption or foster care placement with the employee; or
* Due to a qualifying exigency for the employee’s spouse, domestic partner, child, or parent who is on active military duty or has been notified of an impending call to active duty.

**“COVERED FAMILY MEMBER” WITH A “SERIOUS HEALTH CONDITION”**

Covered “family members” include:

* Spouse;
* Domestic partner (including same and different gender couples; legal registration not required);
* Child/stepchild and anyone for whom the employee has legal custody;
* Parent/stepparent;
* Parent-in-law;
* Grandparent;
* Grandchild; or
* Sibling.

A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves: (a) inpatient care in a hospital, hospice or residential health care facility; or (b) continuing treatment or continuing supervision by a health care provider.

**LENGTH OF LEAVE AND BENEFITS**

Eligible employees may receive up to 12 weeks of job protected, paid time off for a PFL-qualifying reason within a 52-week period. Employees taking PFL will receive 67% of their average weekly wage, or 67% percent of the state average weekly wage, whichever is less.

PFL may be taken on a continuous or intermittent basis. Employees who take PFL on a continuous basis (e.g., in weekly increments) are eligible for the maximum number of weeks of leave, as indicated above.

Employees who take PFL in daily increments (intermittent leave) are eligible for paid leave based on the average number of days worked per week during a base period.

**INTERMITTENT USE**

Eligible employees may take leave under the PFL on an intermittent basis, in full-day increments. Employees may not take partial day leave under PFL.

When an employee takes intermittent PFL, the employee must provide notice to **WHO** as soon as is practicable before each day of intermittent leave.

**[Optional: For employers subject to FMLA**

An employee’s use of intermittent FMLAleave on a partial-day basis may, under certain circumstances, reduce an employee’s PFL benefit amount. Specifically, when an employee takes multiple partial-day intermittent FMLA leaves for a qualifying reason that would also be covered by PFL, which add up to the number of hours in an employee’s usual workday, the **Company** will deduct one day of PFL benefits from the employee’s annual PFL benefit allotment.**]**

**[Optional: MULTIPLE EMPLOYEES REQUESTING LEAVE**

More than one employee of **Company Name** cannot use the same period of PFL to bond with the same child or to care for the same qualifying family member.]

**EMPLOYEE NOTICE REQUIREMENTS**

In the case of a foreseeable leave, a covered employee must provide **WHO** with advance notice 30 days before the date on which the leave would begin. If the employee is unable to provide 30 days’ notice, they must provide notice as soon as it is practicable under the circumstances. Usually, this means giving notice the same day the employee receives notice or the next business day. If an employee does not give **WHO** timely notice, the employee’s PFL leave may be delayed or denied.

In giving notice, an employee must provide sufficient information for **[PFL Insurance Carrier Name/the PFL insurance carrier]** to determine if the leave qualifies for PFL and the anticipated timing and duration of the leave.

**PROCEDURE FOR REQUESTING LEAVE**

Employees must complete and submit a Request for Paid Family Leave Form (PFL-1) with supporting documentation as follows to **[PFL Insurance Carrier Name/the PFL insurance carrier]**:

(1) Bonding Certification: PFL-2 Form plus documentation;

(2) Health Care Provider Certification: PFL-4 Form plus Personal Health

 Information (PHI) Release (PFL-3 Form); or

(3) Military Qualifying Event: PFL-5 Form plus documentation.

The Forms can be obtained from **WHO** or **[PFL Insurance Carrier Name/the PFL insurance carrier]**.

To submit a request for PFL, employees must:

* Complete the employee’s portion of the PFL-1 Form.
* Submit the PFL-1 Form to **WHO**.
* The **Company** will complete its portion of the PFL-1 Form and return it to the employee within three business days.
* If the **Company** fails to respond, the employee may submit all materials directly to **[PFL Insurance Carrier Name/the PFL insurance carrier]**.
* Depending on the type of PFL leave the employee is seeking, the employee will be required to complete additional PFL forms as described in the letter from **[PFL Insurance Carrier Name/the PFL insurance carrier]**. Employees must submit the completed PFL forms to **[PFL Insurance Carrier Name/the PFL insurance carrier]** before or within 30 days after the start of their leave. **[PFL Insurance Carrier Name/the PFL insurance carrier]** must pay or deny leave requests within 18 calendar days of receiving an employee’s completed forms.

**CONTINUATION OF BENEFITS DURING LEAVE**

Employees are entitled to continue group health benefits under the same terms and conditions as if they were on the job during PFL. Employees are required to pay their portion of the premium **by when**. The **Company**’s obligation to maintain health insurance coverage may cease if an employee's premium payment is more than 30 days late. If the health care premium is overdue, the **Company** will notify the employee in writing at least 15 days before coverage is to cease, advising that coverage will be dropped on a specified date at least 15 days after the date of the letter, unless payment has been received by that date.

If group health plan benefits lapse because an employee has not made the required premium payments, then upon the employee's return from PFL, the employee will be restored to coverage/benefits equivalent to those the employee would have had if Paid Family Leave had not been taken and premium payment(s) had not been missed, including family or dependent coverage.

If an employee chooses not to retain group health plan coverage during PFL, then upon the employee's return from leave, the employee shall be reinstated into the health plan on the same terms the employee had prior to taking leave.

An employee’s use of PFL will not result in the loss of any employment benefits that accrued prior to the start of PFL.

**[Optional statement for employers who permit PFL to be supplemented with paid time off:** Employees who choose to supplement PFL with accrued **PTO/vacation, sick leave or personal leave** will receive benefits, including seniority under the same terms and conditions that were in effect prior to the start of PFL.**]**

All other employee-paid benefits will be retained as long as the employee continues to make premium payments.

**[Optional, but only include if this is consistent with other types of leave: PTO/vacation, sick leave or personal leave**, and seniority or service time do not continue to accrue, except in cases of intermittent leave.**]**

**CONCURRENCE WITH OTHER LEAVES/BENEFITS**

**[**Employees may choose tosupplement PFL benefits with applicable **PTO/vacation/sick leave/personal leave** to receive full salary.**]**

**OR**

**[**Employees **may not** supplement PFL benefits with applicable **PTO/vacation, sick leave or personal leave**.**]**

Employees should refer to the applicable paid time off policies for information regarding minimum increments applicable to such leave.

**FMLA [Include statement for FMLA subject employers only]**

If an employee takes PFL leave for an event that also qualifies as leave under the FMLA the employee’s PFL leave will run concurrently with available FMLA leave.

**Short-Term Disability**

Employees cannot use PFL and short-term disability benefits at the same time, but can use them consecutively, up to a maximum of 26 weeks of disability and PFL benefits combined in a rolling 52-week period. If an employee is unable to work and qualifies for workers’ compensation benefits, the employee may not use PFL benefits at the same time the employee is receiving workers’ compensation benefits. An employee receiving reduced earnings may be eligible for PFL.

**COST**

**[**PFL premiums are paid for by the employee and are deducted from the employee’s paycheck on an after-tax basis. The deduction amount is set annually by the Department of Financial Services.**]**

**OR**

**[**The **Company** has opted to pay the cost of PFL benefits. Employees are subject to income and employment tax on the employer contribution.**]**

**WAIVER OPTION**

Employees have the option of filing a waiver for PFL benefits if:

* The employee’s regular employment schedule is 20 hours or more per week, however the employee will not work 26 consecutive weeks; or
* The employee’s regular employment schedule is less than 20 hours per week and the employee will not work 175 days in a 52-consecutive-week period.

Employees who are eligible to waive PFL benefits and wish to do so must complete and submit a waiver form to **WHO**. Employees who submit a waiver form will not make any contributions for PFL benefits and will not be eligible to receive PFL benefits. If the employee voluntarily revokes the waiver, or the employee’s schedule changes such that it is anticipated that the employee will become eligible to receive PFL benefits, the waiver will be revoked, the employee must start making contributions on a going forward basis and must pay retroactive contributions to the employee’s date of hire.

**PERIODIC STATUS REPORTS AND RETURN FROM LEAVE**

The **Company** may require an employee on PFL leave to report periodically on the employee’s status and intent to return to work to the extent permitted by law.

Any employee who exercises their right to PFL will receive job protection. This means that upon the expiration of that leave, the employee will be entitled to return to the same position the employee held when leave began, or to an equivalent position with equivalent pay and other terms and conditions of employment.

**Questions and Additional Information**

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

Employees are protected from discrimination and retaliation for requesting or taking PFL. If an employee believes their rights have been violated and/or job restoration has been denied as a result of requesting and/or taking PFL, the employee must send **WHO** a formal request for job reinstatement using the Formal Request for Reinstatement Regarding Paid Family Leave (Form PFL-DC-19), which can be found in the forms section of the New York Paid Family Leave website (https://www.ny.gov/PaidFamilyLeave). Employees must file the completed form with the **Company** and send a copy to: Paid Family Leave, P.O. Box 9030, Endicott, NY 13761-9030. If the **Company** does not comply with an employee’s request for reinstatement within 30 days, the employee may file a PFL discrimination complaint with the Workers’ Compensation Board using the Paid Family Leave Discrimination Complaint (Form PFL-DC-120), which is also available on the New York Paid Family Leave website. Once an employee’s complaint is received, the Board will assemble the employee’s case and schedule a preliminary hearing in front of a Workers’ Compensation Law Judge.

## VIOLENCE IN THE WORKPLACE

**Company Name** is committed to providing a safe environment for employees, **customers/clients** and visitors. The **Company** has a zero-tolerance policy concerning workplace violence. Employees who display any violence or threaten violence including talk of committing violence or joking about committing violence in the workplace are subject to disciplinary action, up to and including termination.

**DEFINITION**

Violence in the workplace includes but is not limited to physically harming another or one’s self, shoving, pushing, brandishing weapons and explicit or implicit threats or talk of committing violence.

**WEAPONS**

All employees are prohibited from carrying a weapon while in the course and scope of performing their job for **Company Name**, whether they are on **Company** property at the time or not and whether they are licensed to carry a handgun or not. This policy also prohibits weapons at any **Company**-sponsored functions such as parties or picnics.

**[Optional:** Unless this prohibition is contrary to state or local law, the workplace specifically includes **Company** parking areas and **Company** vehicles. Employees are not permitted to transport or store weapons in vehicles owned or leased by the **Company** and used by the employee for work purposes, unless the employee is required to transport or store a weapon as part of their duties, and they have written permission from **WHO**.**]**

This prohibition specifically includes guns, rifles and firearms of any type, including those for which the holder has a legal permit. Other examples of prohibited weapons include, but are not limited to knives, ammunition, bombs, bows and arrows, clubs, slingshots, blackjacks, metal knuckles and similar devices that by their design or intended use are capable of inflicting serious bodily injury or lethal force. **[Optional:** Products such as mace, pepper spray and other defense devices including stun guns and tasers are also prohibited.**]**

Failure to abide by this policy may result in disciplinary action, up to and including termination. Further, carrying a weapon onto **Company** property in violation of this policy will be grounds for immediate removal from **Company** property and may result in prosecution. This policy shall not be construed to create any duty or obligation on the part of the **Company** to take any actions beyond those required of an employer by existing law.

**REPORTING VIOLENCE**

It is everyone's responsibility to prevent violence in the workplace. Employees must immediately report what they see or hear in the workplace that could indicate that a co-worker may be a threat to the safety of the workplace. Employees should report any incident that may involve a violation of the **Company**’s policies that are designed to provide a safe workplace environment. Concerns may be presented to the employee’s **supervisor/manager** or any other member of management.

**REPORTING DOMESTIC VIOLENCE**

Domestic violence perpetrated by or against an employee of the **Company** is considered a workplace issue as these situations may create safety concerns within the workplace. Employees are encouraged to report if they are the victim of domestic violence or if they suspect that a co-worker may be the target of or the perpetrator of domestic violence to **WHO**. **Managers/Supervisors** made aware of employee-related domestic issues are encouraged to immediately notify **WHO**.

Employees who obtain or are the subject of a restraining order are encouraged to immediately notify **WHO**, so the **Company** may assist in preventing an individual who may display or carry out an act of violence from obtaining access to **Company** premises.

Employees who have questions or concerns related to domestic violence may contact **WHO**. Employees experiencing issues with domestic violence may also contact the National Domestic Violence Hotline at 1-800-799-7233.

**REPORTING SUICIDAL THOUGHTS AND BEHAVIOR**

Self-harm may be considered a form of violence. Employees who are having thoughts of suicide or become aware of a co-worker having suicidal thoughts and/or displaying suicidal behavior should immediately notify **WHO**. **Managers/Supervisors** made aware of suicidal ideation by an employee must immediately notify **WHO**.

Employees who have questions or need assistance with the topic of suicide may contact **WHO**. Employees who need assistance may also contact the National Suicide Prevention Lifeline at 988.

If there is a concern of imminent harm employees should contact the local police department by dialing 911.

**TRAINING PROGRAMS [Optional]**

As part of its commitment to preventing workplace violence, the **Company** has established training programs for all employees. Training is included as part of the orientation. Thereafter, employees will be scheduled for annual refresher training.

**EMPLOYEE ASSISTANCE PROGRAM (EAP) [INCLUDE STATEMENT FOR EMPLOYERS WHO OFFER EAP]**

**Company Name** provides an EAP for employees and their family members. Employees are encouraged to use the EAP whenever they feel the need for guidance with personal problems, including difficulty handling drugs or alcohol. The EAP is a confidential service that can provide information on counseling or treatment.

**INCIDENT MANAGEMENT [Optional]**

In the event of a major workplace incident that affects or has the potential to affect the mental health of our employees, the **Company** may provide initial counseling and support services to employees and immediate family members.

**CONFIDENTIALITY AND RETALIATION**

It is the policy of **Company Name** that any employee making a report or participating in the investigation of workplace violence will not be retaliated against in any way. Reports will be investigated promptly, and confidentiality will be maintained to the greatest degree possible, consistent with our obligation to thoroughly investigate the allegation and consistent with applicable law and the need to facilitate an investigation and/or a solution to the problem. Employees who feel that they have been retaliated against for reporting workplace violence, domestic violence or suicidal behaviors, or for participating in the investigation of an alleged incident, should contact **WHO**.

**CORRECTIVE ACTION**

If a report of workplace violence is found to be valid, immediate and appropriate corrective action will be taken. Employees who violate this policy, including the provision against retaliation, will be subject to disciplinary action up to and including termination. This determination will be based on all the facts of the case.

## New York Civil Rights Law 52-c Notice of Electronic Monitoring

The **Company** monitors, in its sole discretion, employees' use of its electronic resources. Any and all telephone conversations or transmissions on **Company Name**’s systems, electronic mail or transmissions, or internet access or usage by an employee by any electronic device or system, including but not limited to the use of a computer, telephone, wire, radio or electromagnetic, photoelectric or photo-optical systems may be subject to monitoring at any and all times and by any lawful means.

For additional information, please refer to the Electronic Resources **[and/or insert any other applicable policies the client may have]** policy **[if client is receiving a Federal Handbook with NY Addendum:** in the Employee Handbook**]** or contact **WHO**.

## Acknowledgement of Receipt of New York Civil Rights Law 52-c Notice of Electronic Monitoring

I acknowledge that I have received and read **Company** **Name**’s Notice to New York Employees of Electronic Monitoring. I understand that any and all of my telephone conversations or transmissions on **Company Name**’s systems, electronic mail or transmissions, or internet access or usage by an employee by any electronic device or system, including but not limited to the use of a computer, telephone, wire, radio or electromagnetic, photoelectric or photo-optical systems may be subject to monitoring by the **Company** at any and all times and by any lawful means.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature and Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name

# **NON-MANDATORY UPDATES**

## EMPLOYMENT AT-WILL [EXCEPT MONTANA]

Employment with **Company Name** is at-will unless state law provides otherwise. This means that employment may be terminated for any or no reason, with or without cause or notice at any time by the employee or by the **Company**. Nothing in this **Employee Handbook** or any oral statement will limit the right to terminate the at-will employment relationship. This at-will employment policy is the sole and entire agreement between the employee and **Company Name** regarding the fact that employment with **Company Name** is at-will. No manager or supervisor has any authority to enter into a contract of employment, express or implied, that changes the fact that employment with the **Company** is at-will. Only the **WHO** of the **Company** or their authorized representative has the authority to enter into an agreement that alters the at-will employment relationship, and any such agreement must be in writing and signed by the **WHO** or their authorized representative.

## EMPLOYEE RESOURCES AND ANNOUNCEMENTS

Our **Company** makes every effort to provide helpful resources, information, and announcements that are easily accessible for employees. Employees are encouraged to make a habit of regularly checking these resources to stay in-the-know on the latest relevant **Company** updates. Our main source for employee information is **[insert method for providing employee information (i.e., break room TVs, etc.)]** **OR** **[**our **Intranet/SharePoint** **site** and can be accessed by visiting **[insert full website address]**.

Additional resources are outlined below for employee convenience. Employees with additional questions or who would like to receive resources and announcements via another method due to a need for an accommodation should contact **WHO**.

**[Optional, if client has bulletin boards or another method for publishing announcements:**

**ANNOUNCEMENTS**

**[Bulletin boards/TV monitors]** are available **where** and are regularly updated with official notices relating to **Company Name** news, federal and state notices, job opportunities, sponsored activities and more. **[If client uses bulletin boards:** These boards are for administrative use only, and employees may not post or remove any items on them.**]**

**PAYROLL INFORMATION**

Payroll information and tax forms are available **[where] OR [**from **WHO]**. See the **Company**’s Pay Practice’s policy for additional information.

**BENEFITS AND TIME AWAY FROM WORK**

Benefits and time off information is available by contacting **[WHO]** **OR** **[**can be accessed **where]**. See the **Company’s** Benefits policy, summary plan descriptions, and/or applicable time off and leave policies for additional information.

**[Optional, if client has a process for promoting internal job ops:**

**INTERNAL JOB OPPORTUNITIES**

Internal job opportunities are posted **where**. **[**See the **Company’s** Recruitment and Placement policy for additional information.**]**

**[OPTIONAL, if client has an EAP:**

**EMPLOYEE ASSISTANCE PROGRAM**

Employee Assistance Program information is available **where** or by calling **[insert number]**. **[**See the **Company’s** Employee Assistance Program Policy for additional information.**]**

**IT SUPPORT**

**[Information Technology (IT)/ Information Services (IS)/ Technology Support]** is available by contacting **WHO**. [See the **Company**’s Electronic Resources policy for additional information.]

**SUPPLIES**

Office inquiries, such as office supply requests, desk and cubicle space requests, **kitchen/cafeteria/breakroom**-related requests should be directed to **WHO** by

**[insert method for requesting supplies**.**]**

**[OPTIONAL, if client has a physical worksite:**

**MAINTENANCE**

Maintenance requests should be directed to **WHO** by

**[insert method for contacting maintenance**.**]**

**WORK-RELATED INJURIES/ILLNESS OR UNSAFE WORKING CONDITIONS**

Work-related injuries/illnesses and unsafe working conditions should be reported to **WHO** immediately. In cases of severe injury or life-threatening situations, employees should not hesitate to call 911. See the **Company**’s Accident Reporting and Investigation policy for additional information.

**Policy Note**

This policy, and all elements in it, are optional and can be customized based on the client.

## LACTATION ACCOMMODATION [FEDERAL]

The **Company** will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child.

**LACTATION BREAKS AND ACCOMMODATIONS**

Employees needing breaks for lactation purposes may use ordinary paid rest breaks or may take other reasonable break time when needed. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed for the employee, the lactation break time will be unpaid for non-exempt employees.

Employees will be relieved of all work-related duties during any unpaid break. Where unpaid breaks or additional time are required, employees should work with **WHO** regarding scheduling and reporting the extra break time. Where state or local law imposes more specific requirements regarding the break time or lactation accommodation, the **Company** will comply with those requirements.

Because exempt employees receive their full salary during weeks in which they work, all exempt employees who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

**[If the company has a physical location and remote/hybrid workers:** For employees who work onsite, the **Company** will provide employees with the use of a room or a private area, other than a bathroom or toilet stall, that is shielded from view and free from intrusion from co-workers and the public. The **Company** will make a reasonable effort to identify a location near the work area for the employee to express milk. This location may be the employee's private office, if applicable.]

**OR**

**[If the company only has onsite workers:** The **Company** will provide employees with the use of a room or a private area, other than a bathroom or toilet stall, that is shielded from view and free from intrusion from co-workers and the public. The **Company** will make a reasonable effort to identify a location near the work area for the employee to express milk. This location may be the employee's private office, if applicable.]

Employees should discuss the location for storage of expressed milk with **WHO**. In addition, employees should contact **WHO** during their pregnancy or before their return to work to identify the need for a lactation area.

The **Company** will otherwise treat lactation as a pregnancy-related medical condition and address lactation-related needs in the same manner that it addresses other non-incapacitating medical conditions, including requested time off for medical appointments, requested changes in schedules and other requested accommodations.

**ADDITIONAL INFORMATION**

Additional information regarding lactation accommodations may also be found in the state specific Handbook Addendum, if applicable.

## INDIVIDUALS WITH DISABILITIES [NEW YORK]

**Company Name** complies with **[include if 15 or more employees:** the Americans with Disabilities Act (ADA) and**]** New York State Human Rights Laws which make it unlawful to discriminate in employment against a qualified individual with a disability. The **Company** prohibits discrimination against employees and applicants with disabilities in all aspects of employment. Our **Company**’s commitment to this policy includes making reasonable accommodations to otherwise qualified persons with disabilities to enable them to perform the essential functions of their jobs, unless doing so would pose an undue hardship on our business, would pose a direct threat of substantial harm to the employee or others or is otherwise not required by applicable law.

**OUR COMMITMENT**

An employee or applicant in need of a reasonable accommodation should make the **Company** aware of their request by notifying **WHO**. The **Company** will work with each individual to define their job-related or application-related needs and to try to accommodate those needs.

**QUALIFIED INDIVIDUALS WITH DISABILITIES**

Qualified individuals with disabilities are defined as individuals with disabilities who can perform the essential functions of the job in question with or without reasonable accommodation. The term disability is defined by applicable law.

**REASONABLE ACCOMMODATION**

A reasonable accommodation is any change or adjustment to a job, the work environment or the way things usually are done that enables a qualified individual with a disability to perform the essential functions of the job and that does not pose an undue hardship for the **Company** or create a direct threat to health or safety.

When requesting an accommodation, employees are required to notify **WHO** of the need for the accommodation. The **Company** may ask for medical documentation supporting the need for an accommodation and all supporting documentation should be returned as quickly as possible to prevent a delay in the accommodation process.

Requests for a reasonable accommodation for a medical condition and any supporting documentation, will be treated as confidential, maintained in a file separate from an employee’s other personnel documents and disclosed only as permitted by applicable law.

**DETERMINING APPROPRIATE ACCOMMODATIONS**

Frequently, when a qualified individual with a disability requests a reasonable accommodation, the appropriate accommodation is easily agreed upon. The individual may recommend an accommodation based on their life or work experience. The ultimate decision as to whether a particular accommodation will be made rests with the **Company**. When the appropriate accommodation is not obvious, the **Company** may assist the individual in identifying one. If more than one accommodation will enable the individual to perform the job, the **Company** reserves the right to choose which accommodation it will make.

Employees who feel they have been unreasonably denied an accommodation or who have questions concerning this policy should contact **WHO**.

## INDIVIDUALS WITH DISABILITIES [FEDERAL]

**Company Name** complies with **[include if 15 or more employees:** the Americans with Disabilities Act (ADA) and**]** state-specific human rights laws which make it unlawful to discriminate in employment against a qualified individual with a disability. The **Company** prohibits discrimination against employees and applicants with disabilities in all aspects of employment. Our **Company**’s commitment to this policy includes making reasonable accommodations to otherwise qualified persons with disabilities to enable them to perform the essential functions of their jobs, unless doing so would pose an undue hardship on our business, would pose a direct threat of substantial harm to the employee or others or is otherwise not required by applicable law.

**OUR COMMITMENT**

An employee or applicant in need of a reasonable accommodation should make the **Company** aware of their request by notifying **WHO**. The **Company** will work with each individual to define job-related or application-related needs and to try to accommodate those needs.

**QUALIFIED INDIVIDUALS WITH DISABILITIES**

Qualified individuals with disabilities are defined as individuals with disabilities who can perform the essential functions of the job in question with or without reasonable accommodation. The term disability is defined by applicable law.

**REASONABLE ACCOMMODATION**

A reasonable accommodation is any change or adjustment to a job, the work environment or the way things usually are done that enables a qualified individual with a disability to perform the essential functions of the job and that does not pose an undue hardship for the **Company** or create a direct threat to health or safety.

When requesting an accommodation, employees are required to notify **WHO** of the need for the accommodation. The **Company** may ask for medical documentation supporting the need for an accommodation and all supporting documentation should be returned as quickly as possible to prevent a delay in the accommodation process.

Requests for a reasonable accommodation for a medical condition and any supporting documentation, will be treated as confidential, maintained in a file separate from an employee’s other personnel documents and disclosed only as permitted by applicable law.

**DETERMINING APPROPRIATE ACCOMMODATIONS**

Frequently, when a qualified individual with a disability requests a reasonable accommodation, the appropriate accommodation is easily agreed upon. The individual may recommend an accommodation based on their life or work experience. The ultimate decision as to whether a particular accommodation will be made rests with the **Company**. When the appropriate accommodation is not obvious, the **Company** may assist the individual in identifying one. If more than one accommodation will enable the individual to perform the job, the **Company** reserves the right to choose which accommodation it will make.

Employees who feel they have been unreasonably denied an accommodation or who have questions concerning this policy should contact **WHO**.

## RELIGIOUS ACCOMMODATION

It is **Company Name**'s policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's religion or creed.

**RELIGIOUS ACCOMMODATION**

Consistent with this policy against discrimination, any employee whose religious practices conflicts with the employee's job, schedule, the employer's dress code, or with other aspects of the individual's employment and who requires a religious accommodation, may submit a request orally or in writing for an accommodation to **WHO**. The request must include a description of the religious conflict and the employee's suggested accommodation(s). **Company Name** may require the employee to document their religious accommodation request in writing.

Once the employee has submitted their request for an accommodation, **Company Name** will evaluate the request, giving due consideration to whether a work conflict exists due to a sincerely held religious belief or practice and whether a reasonable accommodation exists which would not create an undue hardship on the **Company**.

**WHO** will meet with the employee to discuss the request and propose a reasonable accommodation, should one exist. If the employee accepts the **Company**'s proposed religious accommodation, the **supervisor/manager** **and/or WHO** will implement the accommodation. If the employee rejects the proposed accommodation, the employee may lodge an appeal pursuant to **Company Name**'s **Open Communication** policy. **Company Name** will provide reasonable accommodations of religion consistent with its obligations under applicable law.

**ADDITIONAL INFORMATION**

Employees who have questions concerning this policy or feel they have been unreasonably denied an accommodation should contact **WHO**.

## WORKING HOURS [NEW YORK]

Our **Company** observes a **how many** hour workweek. Time records are kept for each non-exempt employee showing the hours worked each week.

**WORKWEEK**

Due to the nature of our business, workdays and hours may vary with the job. Our standard workweek consists of **how many** hours per day, **how many** days per week.

**MEAL BREAK**

Employees **[Include statement if client is a factory:** other than those working in, or in connection with, the Company's factories**]** working at least a six-hour workday, which extends over the noon meal break (11 a.m. to 2 p.m.), are entitled to a 30-minute meal break to be taken between 11 a.m. and 2 p.m. **[Include statement if these work hours are applicable:** Employees who start their workday before 11 a.m. and continue after 7 p.m. are entitled to a 30-minute noon meal break and an additional 20-minute break between 5 p.m. and 7 p.m.**]**

**[Include statement if these work hours are applicable:** Employees who work more than six hours in their workday starting between the hours of 1 p.m. and 6 a.m. are entitled to a meal break of at least 45 minutes in the middle of their workday.**]**

An uninterrupted meal break lasting **30/60 minutes** will be **paid/unpaid** for non-exempt employees.

Employees may not take a shorter meal break or skip a meal break to leave early. **[OPTIONAL:** All non-exempt employees must record their meal breaks.**]**

If for any reason an employee’s meal break is interrupted, the employee must notify their **supervisor/manager** and the time should be recorded as worked. The employee will be paid for the time and will receive an uninterrupted meal break as soon as practicable. Employees should contact their **supervisor/manager** if they have any questions regarding the meal break.

**NURSING MOTHERS’ PROTECTION**

Nursing mothers may receive unpaid break time each day to express breast milk for up to three years after the birth of a child. Meal periods **[include if rest breaks are provided:** and unpaid break time**]** may also be used for this purpose. No employee will be penalized or retaliated against for choosing to express breast milk.

**[If the company has a physical location in NY and remote/hybrid workers:** For employees who work onsite, a nearby private area or room, which is not a bathroom, will be provided in which the employee may express breast milk. Employees needing a private area for expressing breast milk should see their **supervisor/manager** or **WHO** for more details.]

**OR**

**[If the company only has onsite workers:** A nearby private area or room, which is not a bathroom, will be provided in which the employee may express breast milk. Employees needing a private area for expressing breast milk should see their **supervisor/manager** or **WHO** for more details.**]**

**ADDITIONAL BREAKS [OPTIONAL]**

Employees receive **how many** additional **how long** paid breaks each day.

**TIME RECORDS [OPTION 1]**

Non-exempt employees are responsible for recording their hours worked and any absences **[on a timecard/timesheet each week, signing it]** **[**in the **Company**’s timekeeping system**]** and then submitting it to **WHO** no later than **what day [by (insert time and include time zone, if needed)]**. Employees are prohibited from engaging in off-the-clock work or unrecorded work.

**[Optional:** Employees are also required to record the beginning and end of meal periods.**]** Under no circumstances should an employee record time for another employee. Should an employee forget to record their time, the employee should notify their **supervisor/manager** and they will make the appropriate notations on **[the timecard/timesheet] [in the timekeeping system]**.

To ensure accurate recordkeeping of hours worked, non-exempt employees are required to enter their time into the time system as close as possible to the beginning or end of their actual working time. **[Optional:** Non-exempt employees may not work overtime and may not work or enter their time into the time system more than **five** minutes before their authorized start time or after their authorized ending time without advance written permission from their **supervisor/manager**.**]**

**[Optional:** Exempt employees are responsible for submitting hours worked to their **supervisor/manager** or **WHO** on a **[weekly/biweekly/semi-monthly]** basis no later than **what day [by (insert time and include time zone, if needed)**.**]**

**TIME RECORDS [OPTION 2 TIME CLOCK/PUNCH CARDS]**

To ensure accurate recordkeeping of hours worked, non-exempt employees are required to punch their timecard at the beginning and end of their shift. Employees are prohibited from engaging in off-the-clock work or unrecorded work. **[Optional:** Employees may not punch their timecard more than **five** minutes before their authorized start time or after their authorized ending time without permission from their **supervisor/manager**.**]**

**[Optional:** Employees also are required to punch their timecards at the beginning and end of meal periods.**]** Under no circumstances should an employee punch the timecard of another employee. Should an employee forget to punch in or out, the employee should notify their **supervisor/manager** and they will make the appropriate notations on the timecard. Employees should also notify their **supervisor/manager** if they accidentally punch another employee's card.**]**

**ABSENCE REPORTS [OPTIONAL]**

Exempt employees are responsible for recording any time away from work on an **Absence Report**, signing it and then submitting it to **WHO** no later than **what day [by (insert time and include time zone, if needed)]**.

**MANDATORY TIME OFF/DAY OF REST [Include the following statement for NYS employers in certain industries including factory, mercantile establishment, hotel, restaurant, theater or elevator (with limited exceptions)]**

**Company Name** will provide employees with at least 24 consecutive hours of rest in any calendar week.

**FLEXIBLE WORK SCHEDULES [OPTIONAL]**

Our **Company** offers a flexible work schedule to assist in balancing work and family life. **Supervisors/Managers** will discuss the flexible work schedule policy with employees. Once an employee has established their work schedule, it cannot be changed without the **supervisor’s/manager’s** approval.

## WORKING HOURS [FEDERAL]

Our **Company** observes a **how many**-hour **workweek**. Time records are kept for each non-exempt employee showing the hours worked each week.

**WORKWEEK**

Due to the nature of our business, workdays and hours may vary with the job. Our standard workweek consists of **how many** hours per day, **how many** days per week.

**MEAL BREAK**

A **30/60-minute**, **unpaid/paid** meal break is standard, unless otherwise stated for an employee’s position and/or department. **Supervisors/Managers** are responsible for the scheduling of meal breaks.

If for any reason an employee’s meal break is interrupted, the employee must notify their **supervisor/manager** and the time should be recorded as worked. The employee will be paid for the time and will receive an uninterrupted meal break as soon as practicable. Employees should contact their **supervisor/manager** if they have any questions regarding the meal break.

Additional meal break requirements may be found in the state specific Handbook Addendum, if applicable.

**ADDITIONAL BREAKS [OPTIONAL]**

Employees receive **how many** additional **how long** paid breaks each day. Additional rest break requirements may be found in the state specific Handbook Addendum, if applicable.

**TIME RECORDS [OPTION 1]**

Non-exempt employees are responsible for recording their hours worked and any absences **[on a timecard/timesheet each week, signing it]** **[**in the **Company**’s timekeeping system**]** and then submitting it to **WHO** no later than **what day [by (insert time and include time zone, if needed)]**. Employees are prohibited from engaging in off-the-clock work or unrecorded work.

**[Optional:** Employees are also required to record the beginning and end of meal periods.**]** Under no circumstances should an employee record time for another employee. Should an employee forget to record their time, the employee should notify their **supervisor/manager** and they will make the appropriate notations on **[the timecard/timesheet] [in the timekeeping system]**.

To ensure accurate recordkeeping of hours worked, non-exempt employees are required to enter their time into the time system as close as possible to the beginning or end of their actual working time. **[Optional:** Non-exempt employees may not work overtime and may not work or enter their time into the time system more than **five** minutes before their authorized start time or after their authorized ending time without advance written permission from their **supervisor/manager**.**]**

**[Optional:** Exempt employees are responsible for submitting hours worked to their **supervisor/manager** or **WHO** on a **[weekly/biweekly/semi-monthly]** basis **[by (insert time and include time zone, if needed)]**.**]**

**TIME RECORDS [OPTION 2 TIME CLOCK/PUNCH CARDS]**

To ensure accurate recordkeeping of hours worked, non-exempt employees are required to punch their timecard at the beginning and end of their shift. Employees are prohibited from engaging in off-the-clock work or unrecorded work. **[Optional:** Employees may not punch their timecard more than **five** minutes before their authorized start time or after their authorized ending time without permission from their **supervisor/manager**.**]**

**[Optional:** Employees also are required to punch their timecards at the beginning and end of meal periods.**]** Under no circumstances should an employee punch the timecard of another employee. Should an employee forget to punch in or out, the employee should notify their **supervisor/manager** and they will make the appropriate notations on the timecard. Employees should also notify their **supervisor/manager** if they accidentally punch another employee's card.**]**

**ABSENCE REPORTS [OPTIONAL]**

Exempt employees are responsible for recording any time away from work on an **Absence Report**, signing it and then submitting it to **WHO** no later than **what day [by (insert time and include time zone, if needed)]**.

**FLEXIBLE WORK SCHEDULES [OPTIONAL]**

Our **Company** offers a flexible work schedule to assist in balancing work and family life. **Supervisors/Managers** will discuss the flexible work schedule policy with employees. Once an employee has established their work schedule, it cannot be changed without the **supervisor’s/manager’s** approval.

## BENEFITS

**Company Name** provides eligible employees with a comprehensive benefits package including **[include all benefits offered by the company:** **medical, dental and vision insurance, a Premium Only Plan (POP), a Health Reimbursement Account, a Health Savings Account, supplemental short-term disability insurance, long-term disability insurance, life insurance and a 401(k)-retirement plan.]**

**PLAN INFORMATION**

Information regarding benefits provided to eligible employees will be distributed upon hire and during the annual open enrollment. Benefits are controlled by the terms of the applicable plan documents and insurance policies.

A more thorough explanation of the plans is contained in the respective Summary Plan Descriptions, plan documents and insurance policies available from **WHO**. In the event of a discrepancy between the terms of this policy and the official plan documents, the official plan documents will control. **Company Name** and, if applicable, the benefit plan administrators or insurance companies, reserve the maximum discretion and right permitted by law to administer and interpret the health plan, as well as to amend, modify or terminate the plan at any time for any reason.

**ADDITIONAL INFORMATION**

Employees may meet with **WHO** to discuss benefit options and/or to obtain copies of plan documents.

## SHORT-TERM DISABILITY INSURANCE [NEW YORK]

New York employees who are temporarily disabled by a nonwork-related injury or illness (including a disability due to pregnancy) may be eligible to receive disability benefits .

**ELIGIBILITY**

All employees who cannot work due to a non-job-related disability are covered under this short-term disability insurance program if they meet the eligibility requirements of the New York State Disability Benefits Law.

**BENEFITS**

Disability benefits are not paid during the first seven consecutive days of any period of disability. Benefits begin on the eighth consecutive day of a disability and may continue being paid for up to a maximum of 26 weeks during any one period of disability or in a 52-week period. Eligible employees will receive a weekly benefit amount equal to 50 percent of their average weekly wage for the eight weeks immediately prior to their disability, up to a maximum weekly benefit amount of $170.00.

Employees will generally not be eligible to receive disability benefits if they are receiving workers' compensation, permanent disability or unemployment. Likewise, employees are ineligible for disability benefits if they perform any type of work for which they receive wages or profit, even if that work is performed at home.

INTERACTION WITH OTHER BENEFITS

Employees cannot collect both disability benefits and New York Paid Family Leave (PFL) benefits concurrently. An employee who is eligible for both PFL benefits and disability benefits in the same 52-week period may not receive more than 26 total weeks of combined PFL and disability benefits during that period.

Employees may use any accrued but unused **vacation/PTO or sick leave** prior to receiving disability benefits. **[OPTIONAL:** Employees may also choose to use accrued but unused **vacation/PTO or sick leave** to supplement disability benefits received; if the employee chooses to do so, the **Company** will integrate all paid benefits so that the employee will not be paid more than their regular compensation at any time.**]**

.

**[OPTIONAL: COMPANY PAID SUPPLEMENTAL SHORT-TERM DISABILITY INSURANCE**

The **Company** also provides supplemental short-term disability insurance at no additional cost to the employee. The weekly state insurance benefit is integrated with this additional supplemental benefit. This supplemental benefit continues for **up to X days.** Combined short-term disability benefits are **X percent** of an employee’s average weekly wage, up to a maximum weekly benefit of **$xx.]**

**[OPTIONAL: EMPLOYEE PAID SUPPLEMENTAL SHORT-TERM DISABILITY INSURANCE**

Employees have the option to purchase supplemental short-term disability insurance coverage at their own expense. The weekly state insurance benefit is integrated with this additional supplemental benefit. These optional benefits continue for up to **X days**. Combined short-term disability benefits are **X percent** of an employee’s average weekly wage, up to a maximum weekly benefit of **$XX.]**

**COST**

Disability benefits are funded by employee contributions made through payroll deductions. The amount of an employee's contribution depends on the employee's average weekly wage. The maximum deduction amount will be adjusted periodically by the state. The amount of any deduction taken will be reflected on an employee's pay statement.

**OR**

**[**Disability benefits are fully funded by the **Company**. **]**

**[Include one of the following options if employers offer supplemental insurance]**

**[**The cost of the supplemental or optional disability insurance is paid for by the employee.**]**

**OR**

**[**The cost of the supplemental or optional disability insurance is paid for by the **Company**.**]**

**LEAVE ENTITLEMENT**

The disability benefits described in this policy are a partial wage replacement benefit, not a protected leave of absence. Employees are required to obtain approval for a leave of absence by contacting **WHO** and to comply with applicable eligibility, notice, and certification requirements when required by **Company** policy or applicable law.

When applicable, disability benefits will run concurrently with leave time available under the **[Company**’s **Disability Leave** policy**]**, **[**the Federal Family and Medical Leave Act**]** and any other applicable law. [See the Disability Leave policy **[**and the Federal Family and Medical Leave Act policy**]** for additional information.]

EMPLOYEE'S RESPONSIBILITY

Absences greater than seven days, may qualify for short-term disability insurance benefits. Employees must notify **WHO** immediately if they anticipate being on a medical leave beyond seven calendar days.

When filing a claim for disability benefits, employees will be required to submit a Notice and Proof of Claim for Disability Benefits and required certifications to **[insert whichever is applicable:** the **Company** orthe insurance carrier**]** within 30 days of becoming disabled.

**NO DISCRIMINATION AND NO RETALIATION**

The **Company** takes its disability benefits obligations very seriously and will not interfere, restrain or deny the exercise of any right protected under the New York disability benefits law. If an employee believes that their New York disability benefits rights have been violated in any way, they should immediately report the matter to **WHO**.

**ADDITIONAL INFORMATION**

Employees may also contact **WHO** with questions regarding this policy.

*This is intended as a brief introduction to the Short-Term Disability Insurance. A more thorough explanation of the plan is contained in the Summary Plan Description and plan documents available from* ***WHO****. In the event of a discrepancy between the terms of this policy and the official plan documents, the official plan documents will control.*

## DISABILITY LEAVE

Our **Company** offers employees an unpaid leave of absence due to an injury or illness, including pregnancy-related disability, consistent with applicable law. During an unpaid disability leave, employees may be eligible to receive wage replacement benefits which will provide pay during leave.

**ELIGIBILITY**

All employees are eligible for this leave.

**LENGTH OF LEAVE**

Leave will be provided as medically necessary and consistent with the operational needs of the **Company**. The **Company** will comply with the requirements of **[include if 15 or more employees:** the Americans with Disabilities Act and**]** state law.

**PAY DURING LEAVE**

Disability leaves are unpaid except to the extent an employee is eligible to receive wage replacement benefits while on leave including workers’ compensation benefitsor short-term disability benefits. In addition, employees **(may use/are required to use)** their **PTO/vacation, sick leave or personal** timewhile on leave, to the extent permitted by law**]**.

**[Optional:** Employees who receive workers’ compensation or short-term disability **[or long-term disability]** benefits while on leave may choose to supplement their benefit with available **PTO/vacation, sick leave or personal leave** to receive up to 100 percent of their average weekly wage.**]**

Employees should be aware workers’ compensation or short-term disability insurance benefits are partial wage replacement benefits, not a job-protected leave of absence. Therefore, having applied for, or receiving these benefits, is not an automatic designation of leave under this policy, and employees are required to obtain approval for a leave of absence by contacting **WHO** and complying with the medical certification requirements of this policy.

**MEDICAL CERTIFICATION**

Prior to the granting of such leave, employees must provide **WHO** with a health care provider’s certificate justifying the medical need for the disability leave and providing the expected date of return.

INTERACTION WITH OTHER LAWS AND LEAVES

Leave under this policy may be provided as a reasonable accommodation under state law **[include if the client has 15 or more employees:** and the Americans with Disabilities Act (ADA)].

Where applicable, this leave will run concurrent with leave under [the **Family and Medical Leave (FMLA)** and/or] any other leave required by law provided the employee is eligible for that leave.

HEALTH INSURANCE DURING LEAVE

Our **Company** will continue to provide health insurance coverage for employees on authorized disability leave for **how long**. Employees are required to pay their portion of the premium on the **first day** of each month. Coverage will cease if an employee's premium payment is more than 30 days late.

**[Include statement for FMLA covered employers:** If an employee qualifies for leave under the Family and Medical Leave Act, they will receive health benefits during their FMLAleave under the same terms and conditions as if they were on the job (see the Family and Medical Leave Act policy).**]**

CONTINUATION OF BENEFITS DURING LEAVE [Optional]

**[Include if this is consistent with other types of leave: PTO/vacation, sick leave or personal leave**, and seniority or service time do not continue to accrue, except in cases of intermittent leave.**]**

**RETURN TO WORK**

Before returning to work, employees are required to present documentation from a health care provider certifying they can return to work with or without a reasonable accommodation.

**JOB REINSTATEMENT**

We will make all reasonable efforts to return employees to the same or similar position as held prior to the disability leave, subject to our staffing and business requirements and applicable law. An employee’s continued absence from work beyond the period of disability may be deemed a voluntary termination of employment.

## ALCOHOL & DRUG-FREE WORKPLACE

The Company strives to provide a safe environment for employees and others and to minimize the risk of accidents and injuries. Accordingly, each employee has a responsibility to co-workers and **customers/clients** to deliver services in a safe and conscientious manner. As a condition of employment with our **Company**, all employees are required to fully comply with the provisions of this policy.

**DEFINITION OF CONTROLLED SUBSTANCES**

"Controlled substances" are defined as those drugs listed in Schedules I through V of Section 202 of the Federal Controlled Substances Act, 21 U.S.C. 812 and include, but are not limited to: marijuana, cocaine (including "crack" and other cocaine derivatives), morphine, codeine, phenobarbital, heroin, amphetamines and many barbiturates.

**UNAUTHORIZED PRESENCE OF CONTROLLED SUBSTANCES AND/OR**

**ALCOHOL IN THE WORKPLACE**

The unauthorized or illegal use, sale, purchase, possession, distribution, dispensation, formulation, manufacture or transfer of controlled substances or alcohol on **Company** property or any location at which **Company** business is conducted, including **Company** vehicles and any private vehicle parked on **Company** premises or work sites, is strictly prohibited.

**PRESCRIPTION AND OVER-THE-COUNTER DRUGS**

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, an employee taking medication should consult with a health care professional or review dosing directions for information about the medication's effect on the employee's ability to work safely, and promptly disclose any work restrictions to **Human Resources** **[or insert name/contact other than the employee’s supervisor/manager]**. Employees are not required to reveal the name of the medication or the underlying medical condition. The **Company** will evaluate and respond to this information on a case-by-case basis and consistent with its reasonable accommodation process. Consistent with applicable policies, the **Company** will maintain the confidentiality of the information provided.

The **Company** reserves the right to transfer, reassign, place on leave of absence or take other appropriate action regarding any employee during the time the employee uses medication that may affect their ability to perform safely. The **Company** will comply with all requirements pertaining to providing reasonable accommodations to the extent required by applicable law.

Any employee who cannot work safely and who does not advise the **Company** about warnings accompanying lawfully prescribed or obtained medications will be subject to disciplinary action up to and including possible termination of employment. An employee's lack of knowledge concerning such warnings will not excuse a violation of this rule where an employee has failed to make the inquiries required by this policy.

**TESTING [Optional]**

The **Company** has implemented a drug testing program in compliance with federal, state and local law.

**REMOTE WORK [Optional]**

Remote work employees are also required to adhere to this policy while working remotely. Remote employees are prohibited from using controlled substances during working hours. Any employee deemed to be in violation of the **Company**’s policy will be subject to an investigation which may result in termination of the employee’s ability to work remotely and will also result in disciplinary action, up to and including termination of employment.

**COUNSELING AND REHABILITATION [Optional]**

Employees who voluntarily seek help for substance abuse (self-referral) by contacting the **Company** will be provided an opportunity to pursue counseling and rehabilitation. The **Company** will make available information about counseling and rehabilitation services. An employee who is receiving counseling and/or treatment for substance abuse may use available **PTO/vacation, sick leave or personal leave, or, if eligible, Family and Medical Leave (FMLA)** or other job-protected leave.

Health insurance may cover the costs of such services, but costs not covered must be paid by the employee. Employees cannot return to work until released by a treatment provider, and upon successfully passing a drug and/or alcohol test (as appropriate for that individual). In addition, the employee may be asked to submit to follow-up testing for a period following the return to work.

An employee's decision to seek help voluntarily will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions or placed on leave, as appropriate. A request for help is considered voluntary only if it is made before the employee is asked to submit to any drug or alcohol test or is discovered to have otherwise violated this policy.

**NOTIFICATION OF WORKPLACE DRUG CONVICTION [INCLUDE STATEMENT FOR FEDERAL CONTRACTORS OR GRANTEES]**

Employees must notify **WHO** if they are convicted under a criminal drug statute of a controlled substance violation in the workplace or while conducting **Company** business outside the workplace, within five days of conviction. Failure to do so will result in disciplinary action, which may include termination from employment for a first offense.

**EMPLOYEE ASSISTANCE PROGRAM (EAP) [INCLUDE IF EAP IS OFFERED]**

**Company Name** provides an EAP for employees and their family members. Employees are encouraged to use the EAP whenever they feel the need to discuss personal issues. For employees who have difficulty handling drugs or alcohol, the EAP can provide information on treatment. The EAP is a confidential service.

**AWARENESS PROGRAM [INCLUDE STATEMENT FOR FEDERAL CONTRACTORS OR GRANTEES]**

In a continuing effort to maintain an alcohol and drug-free workplace, the **Company** has established an awareness program to inform employees of the dangers of drug and alcohol abuse.

This Awareness Program includes: **[Verify what items are included in the employers Program]**

* Including the Alcohol/Drug-Free Workplace Policy in our **Employee Handbook** and other personnel/safety publications;
* Discussing the Alcohol/Drug-Free Workplace Policy during the orientation process for new employees;
* Discussions by **Company** safety experts on the dangers of drug and alcohol abuse;
* Providing educational literature on the dangers of drug and alcohol abuse.

**VIOLATION OF POLICY**

Violations of this policy will lead to disciplinary action, up to and including termination.

## INFECTIOUS DISEASE

It is the goal of **Company Name** during a period of an infectious disease outbreak or pandemic to maintain essential functions and services and provide a safe and healthy work environment for employees, **customers/clients**, vendors and the public. **Company Name** is committed to establishing methods for monitoring the severity and duration of an outbreak or pandemic, implementing measures to minimize exposure in the workplace and sustaining essential functions until the organization can resume normal operations.

**COMMUNICATION**

**WHO** will oversee the implementation of this policy and coordinate communications from management to employees and other stakeholders. Duties include:

* Monitoring and coordinating events and communications around an infectious disease outbreak or pandemic; and
* Creating work rules that could be implemented to promote safety through infection control.

Oversight includes the maintenance of a current list of contacts including:

* Government agencies;
* Emergency response and healthcare facilities and services; and
* Equipment suppliers and service contractors who can or have agreed to assist during and after an outbreak or pandemic.

**SAFETY AND HEALTH MEASURES**

**Company Name** will implement disease mitigation and protective measures for employees working onsite and offsite and for interactions with **customers/clients**, vendors and the public during the outbreak or pandemic. **Company Name** is committed to providing the most current and credible information about the disease, including the way it spreads, symptoms and measures to prevent its transmission.

**Reducing Transmission**

To ensure a clean and safe workplace, **Company Name** will conduct a regular cleaning of frequently used objects and areas, including:

* Conference rooms;
* Bathrooms;
* Cafeterias and break rooms;
* Door handles;
* Telephones; and
* Hand railings.

Employees and other individuals who enter the workplace will be advised to follow personal hygiene practices to prevent infection (e.g., hand washing with soap and water or the use of hand sanitizer with at least 60% alcohol, avoid touching of the face) and will be provided access to basic hygiene supplies (e.g., soap, water, hand sanitizer, etc.).

**Exposure Risk Assessment**

Specific measures to minimize the spread of infection at each work location may be based on the risk level of exposure to employees. **Company Name** may install protective devices or adopt other interventions to prevent or mitigate exposure to an infectious disease when and where feasible. Controls may include:

* Physical barriers to control spread of the disease (e.g., plastic sneeze guards); or
* Administrative controls, such as staggered work schedules to minimize the number of individuals at the workplace or allow for thorough cleaning and disinfection between work shifts.

**Health Monitoring**

All employees will be notified on how to self-monitor for symptoms and report to a **supervisor/manager** or management when they are ill or experience infectious disease symptoms.

**Stay Home When Sick**

Employees are urged not to report to work when they are feeling ill or are experiencing symptoms of an infectious disease. An employee who appears to exhibit infectious disease symptoms upon arrival at work or who becomes sick during their time at work will be separated from others and sent home.

If an employee is confirmed to have contracted an infectious disease, **Company Name** will inform other employees of their possible exposure in the workplace, but the confidentiality of the infected employee will be maintained as required by federal or state law. The employee's co-workers will be instructed to self-monitor for symptoms and be provided with guidelines for doing so.

**Remote Work**

Employees who normally work onsite and are also capable of performing work from home or remotely may be encouraged or told to do so during an infectious disease outbreak or pandemic. The arrangement may be temporary or long-term depending on pandemic-related/contagion-related conditions such as public shelter-in-place orders, quarantines, childcare service disruptions or school closings and other related factors.

All remote or telework arrangements or requests will be determined on a case-by-case basis, considering factors including:

* Appropriateness of the job for remote work;
* Tenure;
* Seniority;
* Employee performance;
* Flexibility;
* The reason(s) for remote work; and
* The ability to work independently.

**Company Name** will determine what equipment, if any, to provide to the employee to facilitate the remote work arrangement.

The employee may designate a workspace or off-site work area for installing any equipment to be used while working remotely. The employee will be expected to maintain the workspace in a safe condition, free from hazards to people and equipment.

**[**See the **Company’s Remote Work** policy for additional information.**]**

**Social Distancing**

**Company Name** may implement social distancing guidelines to reduce the spread of the infectious disease in the workplace based on applicable public health guidance.

**Cleaning and Disinfection**

In the event an employee or any other person at the workplace tests positive for an infectious disease, cleaning and disinfection protocols will be implemented in accordance with public health recommendations, including instructions and supplies for employees to disinfect their personal work areas. Employees should make efforts to avoid using other employees' phones, desks, offices or other work tools and equipment, when possible. If necessary, clean and disinfect them before and after use.

**Company Name** will take steps to clean and disinfect all facility areas that have been used or may have been used by a person with a confirmed positive test result for the disease or who exhibited disease symptoms while at work.

**Business Travel Restrictions**

**Company Name** will evaluate the risk of employee exposure to the infectious disease from business travel, and may restrict, cancel or ban business travel as necessary to minimize or prevent risk of infection. In making such determinations, consideration will be given to any travel bans or advisories issued by government agencies, including the U.S. Department of State and the CDC.

**Non-Essential Activities**

During an infectious disease outbreak or pandemic **Company Name** may postpone or cancel all nonessential activities, including meetings, gatherings and training sessions. Affected employees would be notified as soon as practicable.

**Relocation of Essential Activities**

**Company Name** will notify all affected employees in the event essential onsite facilities or activities must be relocated and will provide instructions to continue or resume essential functions.

**ATTENDANCE AND LEAVE**

**Attendance**

**Company Name’s** attendance policies will remain in place during an infectious disease outbreak or pandemic, unless otherwise notified. If an employee has a challenge (e.g., childcare issues in the event of a school closure), they should speak to their **supervisor/manager** to determine an alternative plan.

Employees will be notified of any work schedule changes caused by an infectious disease outbreak or pandemic. Requests to adjust individual work schedules will be addressed on a case-by-case basis.

**Leave**

If an employee is out of work because of exposure to an infectious disease, or other illness or condition recognized by federal, state or local law, the employee may be required to submit additional information for the absence.

To the extent permissible by law, **Company Name** may modify its leave policies to reflect conditions during a declared infectious disease outbreak or pandemic.

**RETURN TO WORK**

Employees who have tested positive for an infectious disease and who have isolated or quarantined with symptoms of infection may return to work when they meet the criteria outlined by applicable public health guidance.

**Company Name** understands that doctors and other health care professionals may be too busy during and immediately after an outbreak to provide fitness-for-duty documentation. **Company Name** may rely on other credible sources such as local clinics to provide a form, a stamp or an email to certify that an individual does not have an infectious disease.

**COMPENSATION**

Employees will be paid for all hours worked during an infectious outbreak or pandemic.

Employees will be notified of any changes in pay rates for non-exempt employee hourly rate of pay or exempt employee salary as a result of long-term business needs caused by significant business disruption or economic shutdown due to an infectious disease outbreak or pandemic.

**FURLOUGHS/LAYOFFS AND CLOSINGS**

In the event of a temporary or permanent closing due to unforeseen business circumstances related to the infectious disease outbreak or pandemic, employees will be notified as soon as practicable concerning a furlough, layoff or business closing, including an explanation as to why notice was not provided if a furlough/layoff is implemented without advance notice.

Employees subject to a furlough/layoff under this policy will be notified about available benefits and where to obtain additional information and guidance.

**ONSITE WORK PROHIBITED**

**Company Name** reserves the right to prohibit an employee or another individual with a confirmed positive test for an infectious disease or who is displaying symptoms (even without a confirmed positive) or has been in close contact with someone with a confirmed or presumed positive test for an infectious disease from entering onsite facilities, programs and functions if a determination is made that the entry introduces a recognized hazard to the workplace and the restriction protects the safety and health of employees, **customers/clients** and others. **[Optional:** Where possible, every effort will be made to accommodate such employees prohibited from onsite work with remote work, or other alternative work.**]**

**CONFIDENTIALITY**

Infectious disease-related diagnostic information about employees will be treated as confidential, privileged information. All information about an employee's illness will be treated as a confidential medical record in compliance with federal or state law. The **Company** will adhere to all federal, state and local public health reporting requirements.

**NO RETALIATION**

Employees who raise a concern or make a complaint regarding any aspect of this policy in good faith will not be retaliated against or penalized in any manner. Any employee who believes they have been retaliated against in violation of this policy should notify **WHO** immediately.

**ADDITIONAL INFORMATION**

Employees may contact **WHO** with questions regarding this policy.

## REMOTE WORK

Remote work is a work arrangement that allows employees to work at home or at some other off-site location for all or some of their regularly scheduled work hours. Although not all jobs can be performed satisfactorily from other locations, **Company Name** recognizes that, in some cases, remote work arrangements can provide a mutually beneficial option for both the **Company** and employee. Remote work requests as a reasonable accommodation for a disability will administered under the **Company**’s **Individuals with Disabilities** (or similar state law) policy.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ELIGIBILITY**

The **Company** will consider requests for remote work from **which employees** with **Company Name**.

Eligible employees must also demonstrate good time-management and organizational skills, and be self-motivated, self-reliant and self-disciplined.

**REQUIREMENTS**

The following basic requirements must be met: **[Choose or modify any of the following that applies]**

* Employees must be able to carry out the same duties, assignments, and other work obligations at their home office as they do when working on **Company Name** premises.
* The standard workweek is **40** hours, **Monday through Friday**, with employees scheduled to work **eight** hours per day.
* Employees must be available to their **managers/supervisors** and co-workers during core work hours. **There are two core periods each day. The first runs from 9:00 a.m. to 11 a.m. and the second from 1:00 p.m. to 3:00 p.m.]**
* Employees must be available to attend scheduled meetings and participate in other required office activities at the home office as needed. Except for extraordinary circumstances, **Company Name** normally provides at least **24** hours' notice for such events.
* The employee’s schedule generally must be fixed for the term of the remote work agreement and cannot vary week to week.
* Employee must abide by the **Company** safety policies.
* Employees must arrange for childcare and pet care during their work hours.

**REQUEST PROCESS**

The employee must submit a written request to **WHO** setting out a proposed remote work schedule, anticipated duration of the schedule, reason for the request, and expected impact on the employee’s ability to carry out their job duties.

Remote work is approved by the **manager/supervisor** on an individual basis after considering departmental needs and the individual employee’s eligibility as outlined previously in the policy. Remote work may not be feasible within some departments or for certain positions within departments. Seasonal or cyclical changes in workloads also may restrict the ability of departments to offer remote work during certain times of the year.

**Managers/Supervisors** must forward a copy of all remote work requests and agreements to **WHO** to be kept on file.

**REMOTE WORKSITES**

The remote worker should designate a workspace, at the off-site work area, for installation of any equipment to be used while working remotely. This workspace should be maintained in a safe condition, free from hazards to people and equipment. The employee will immediately report any injury sustained while working remotely immediately to their **manager/supervisor**. Prior to granting approval to work remotely, **Company Name** reserves the right to require that employees provide floor plans of their remote worksites and/or be subject to a visit by a representative of **Company Name** to determine the appropriateness and viability of the remote workspace from a technical standpoint. Given a minimum of 24 hours’ advance notice, a **Company Name** representative, trained for the purpose of the visit, may make on-site visits to the remote employee's worksite, including an employee’s residence. The purpose of the visit would be to determine that the worksite is safe and free from hazards and, where appropriate, to maintain, repair, inspect or retrieve equipment, software, data and supplies owned by **Company Name**.

**EQUIPMENT, FURNISHINGS, AND OFFICE SUPPLIES**

**Company Name** **[provides/does not provide]** remote work employees with equipment for their home offices. **[Include, if does not provide:** Employees are responsible for equipping and maintaining their home offices so that they can accomplish their work in an efficient and expeditious manner. Depending on the nature of their jobs, this may require having **computers, printers, computer software, fax machines, data and telecommunications equipment**, and other equipment available for their use. However, the **Company** will reimburse employees for business related expenses where required by state law.**]**

**Company Name** is not responsible for the maintenance or repair, or associated costs of office equipment or furniture supplied by the employee, unless state law dictates otherwise.

**Company Name** will provide common office supplies, such as **paper, ink cartridges, pencils, pens, and paper clips**, for employees' use for **Company** business conducted in their home offices.

**RECORDING WORKING HOURS**

Non-exempt **[and exempt]** employees who work remotely will be required to record all hours worked **[on a daily timesheet/in our timekeeping system]**. Hours worked in excess of the agreed-upon hours, including overtime hours, require the advance written approval of the employee’s **manager/supervisor**. Failure to comply with this requirement may result in disciplinary action as well as immediate termination of the remote work arrangement.

**PROTECTION OF COMPANY INFORMATION**

Remote work employees will be expected to ensure the protection of **Company** and **customer/client** information accessible from their home office consistent with the **Company**’s expectations of information security. Steps may include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job.

Employees working remotely may only print documents when essential to do so. If printing, particular care should be taken to maintain any printed documents confidentially and until filed or disposed of in accordance with the **Company**’s **Protection of Personal Information and Personnel File** **policy(ies)** or as instructed by the employee’s **supervisor/manager**.

**WORKPLACE INJURIES**

Injuries sustained by employees working remotely in the course of their job duties may be covered by **Company Name**’s workers’ compensation policy. Remote work employees are required to notify the **Company** immediately of any such injuries, in accordance with the **Company**’s **Accident and Reporting and Investigation** and **Workers’ Compensation** **policies**.

**ALL OTHER POLICIES APPLY**

Employees who are permitted to work remotely must continue to abide by all other policies and procedures including those regarding **Non-Harassment/Non-Discrimination or Sexual Harassment and Non-Harassment**, **Electronic Resources** (voicemail, e-mail, computer and internet use), Social Media and confidentiality.

Remote work employees are also required to adhere to the **Company**’s **Alcohol & Drug-Free Workplace** policy while working remotely. Any employee deemed to be in violation of the **Company**’s policy will be subject to an investigation which may result in termination of the employee’s ability to work remotely and disciplinary action, up to and including termination of employment.

**ATTENDANCE AND REQUESTS FOR TIME OFF**

Unless a flexible schedule is agreed to, employees should not permit non-work-related events and activities to disrupt or interfere with scheduled work time.

Employees who will be starting work late or will be absent must report their absence in accordance with the call-in procedure outlined in the **Company**’s Attendance policy.

Requests to use **PTO/vacation** or other leave must be approved in the same manner as the employee who does not work remotely. Employees may refer to the **Company**’s **PTO/vacation, Sick Leave, Leave of Absence, Disability Leave, FMLA, or PFL** policiesfor applicable leave request requirements.

**TAX IMPLICATIONS**

The **Company** makes no representations regarding any tax implications of remote work. Employees who work remotely from another state or work in several states are responsible for determining their taxes correctly. Employees are encouraged to consult a tax professional to determine the correct method for withholding income taxes.

**DURATION OF THE REMOTE WORK ARRANGEMENT**

**[Optional:** After a **six-week** trial period, the **manager/supervisor** will evaluate whether remote work can be offered to the employee on a continuing basis. Remote work will generally be in effect for **six-month** intervals. The **Company** will consider the employee’s job performance and **Company** and **customer/client** needs when determining whether the arrangement will be renewed.**]**

All remote work arrangements are granted on a revocable basis. Consequently, in its sole discretion, **Company Name** may discontinue any remote work arrangement at any time, although reasonable advance notice will be provided where practicable.

Unless other arrangements have been made, upon termination of the remote work arrangement or employment, whichever is first, the employee must return all **Company** property to **Company Name** in good working order, less any normal wear and tear.

**ADDITIONAL INFORMATION**

**[Optional:** As a condition of remote work, all employees who receive permission to work remotely under this policy must first sign a **Remote Work Agreement**.**]**

This policy is not intended to alter the employment at-will relationship in any way. Accordingly, unless an employee has a valid written and signed contract of employment stating otherwise, employment is at-will and can be terminated by the employee or by **Company Name** at any time.

Questions related to this policy may be directed to **WHO**.

## SHOULD YOU LEAVE US

Employees of **Company Name** are employed on an at-will basis. This means that employment may be terminated by either party at any time, with or without cause or notice. Nothing in this policy is intended to limit or alter the at-will nature of your employment. To ensure fairness and consistency throughout our **Company**, terminations are handled in accordance with applicable federal and state laws and the following provisions.

**TYPES OF TERMINATIONS**

Termination refers to either voluntary resignations initiated by the employee or involuntary terminations initiated by the **Company**.

**INVOLUNTARY TERMINATION**

An involuntary termination occurs when the **Company** decides to end the working relationship with an employee. Involuntary terminations may occur for cause or for reasons other than cause.

Involuntary terminations for cause include, but are not limited to, terminations for violating Company policy, misuse or theft of resources, the falsification of information, excessive absence/tardiness or unsatisfactory work performance.

Involuntary terminations for reasons other than cause include, but are not limited to, a reduction in workforce.

**VOLUNTARY TERMINATION**

A voluntary termination means an employee has made the decision to end the working relationship with the **Company**. Voluntary terminations include, but are not limited to, written or verbal resignation, retirement and job abandonment.

**RESIGNATIONS**

Employees resigning voluntarily are expected to give a minimum of **how much** advance notice in writing to **WHO** so that the proper replacement can be found. An employee's consideration in this situation will be viewed favorably by management should the employee reapply for employment with the **Company**.

**FINAL WAGES**

Final wages will be paid in accordance with applicable state law.

**UNUSED VACATION/PTO**

**[**Employees who resign voluntarily giving the required advance notice will be paid for earned but unused **vacation/PTO**. Earned but unused **vacation/PTO** will not be paid to employees who resign with less than the required advance notice or to employees who are terminated by the **Company**.**]**

**OR**

**[**Earned but unused **PTO/vacation** is not paid upon termination.**]**

**UNUSED SICK LEAVE**

Earned but unused sick leave is **paid/not paid** upon termination.

**UNUSED PERSONAL DAYS**

Earned but unused personal days are **paid/not paid** upon termination.

**FLOATING HOLIDAYS**

Floating holidays are **paid/not paid** upon termination of employment.

**TERMINATION OF BENEFITS [Include for employers who have the Benefits (single policy).]**

Employees should see **WHO** for information regarding termination of benefits upon separation.

**OR**

**[Complete the following for employers who opted for individual benefit policies.]**

**TERMINATION OF BENEFITS**

**Health Insurance**

**[**Premiums for health insurance will be paid through the last day of employment.**]**

**OR**

**[**Premiums for health insurance will be paid through the last day of the month in which the termination of employment occurred.**]**

Employees who have health insurance with our **Company** may have the option of continuing these benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the official COBRA notice for further information.

**Dental Insurance**

**[**Premiums for dental insurance will be paid through the last day of employment.**]**

**OR**

**[**Premiums for dental insurance will be paid through the last day of the month in which the termination of employment occurred.**]**

Employees who have dental insurance with our **Company** may have the option of continuing these benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the official COBRA notice for further information.

**Vision Insurance**

**[**Premiums for vision insurance will be paid through the last day of employment.**]**

**OR**

**[**Premiums for vision insurance will be paid through the last day of the month in which the termination of employment occurred.**]**

Employees who have vision insurance with our **Company** may have the option of continuing these benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the official COBRA notice for further information.

**Health Savings Account (HSA)**

Upon separation, an employee loses eligibility to make additional contributions. The HSA balance remains available for use toward qualified expenses for the lifetime of the employee, their spouse or tax dependent.

**Flexible Spending Account (FSA)**

In accordance with the provisions of COBRA, employees may have the option of continuing participation in the medical FSA plan for a period of time specified by law after employment ends. If an employee chooses COBRA continuation of medical FSA benefits, the employee may obtain reimbursement of eligible medical expenses incurred after termination of employment, provided the employee continues to pay contributions to the plan plus a small administrative charge. Refer to the official COBRA notice for further information on benefits continuation.

**Life Insurance**

**[**Coverage ceases on the last day of employment.**]**

**OR**

**[**Coverage ceases on the last day of the month in which the termination of employment occurred.**]**

Employees have the option of converting their group insurance policy to an individual policy. Contact **WHO** for more details.

**Optional Disability Insurance**

**[**Coverage ceases on the last day of employment.**]**

**OR**

**[**Coverage ceases on the last day of the month in which the termination of employment occurred. Employees have the option of converting their group disability policy to an individual policy.**]**

Employees should contact **WHO** for more details.

**401(K) Profit Sharing Plan**

Employees should contact **WHO** for information.

**REQUESTS FOR REFERENCE CHECKS**

So that the **Company** can handle requests for job references in a consistent, fair and lawful manner, all requests for official job references on behalf of the **Company** must be forwarded to **WHO**. No other person or department is authorized to release references for current or former employees. In response to job reference requests, **Company Name** will only confirm current or former employees' dates of employment and job title.

**EXIT INTERVIEWS**

Before leaving **Company Name**, employees may be asked to participate in a voluntary exit interview. This will provide closure to the employee's employment with the **Company** and will allow the **Company** to ensure that it has resolved various administrative matters, answered any questions about continuation of benefits and listened to any of the employee's comments or ideas about improving the **Company**'s operations.

**COMPANY PROPERTY**

Upon termination of employment, resignation, retirement or layoff or immediately upon request, employees are expected to return all **Company**-issued items, including, but not limited to: **keys, key fobs, tools, uniforms, Employee Handbooks, manuals, computers, cell phones, flash drives and customer/client** information and may not retain any copies of **Company** information in any form. The **Company** may also take all action deemed appropriate to recover or protect **Company** property.

**REHIRES [Optional]**

**Company Name** may consider rehire of former employees who voluntarily left employment or were laid off due to business needs if they had a satisfactory work record while employed by the **Company**.

**[Option 1, based on years of service:** If a former employee with less than **XX** year's prior service is rehired, the employee will be considered a new employee and will not be eligible for prior service recognition for seniority or benefit plan participation purposes, except where otherwise required by state law.

If a former employee with more than **XX** year's prior service is rehired, the employee’s seniority and eligibility to participate in **Company** benefits plans will be restored consistent with eligibility at the time of separation.**]**

**OR**

**[Option 2, based on length of separation:** If a former employee is rehired and has been separated from the **Company** for less than **XX** **months/years**, the employee’s seniority and eligibility to participate in **Company** benefits plans will be restored consistent with eligibility at the time of separation.

If a former employee is rehired and has been separated from the **Company** for more than **XX months/years**, the employee will be considered a new employee and will not be eligible for prior service recognition for seniority or benefit plan participation purposes, except where otherwise required by state law.**]**

When recognition of prior service is granted, a rehired employee's service date will be adjusted in accordance with this policy.

# **POLICY UPDATE ACKNOWLEDGMENT**

|  |
| --- |
| EMPLOYEE HANDBOOK RECEIPT2023 POLICY UPDATES |

**The following policies have been revised or updated:**

* Policy **[insert policy number and/or title, description of change based on client preference]**
* Policy **[insert policy number and/or title, description of change based on client preference]**

**The following policies have been added to the Employee Handbook:**

* Policy **[insert policy number and/or title, description of change based on client preference]**
* Policy **[insert policy number and/or title, description of change based on client preference]**

**The following policies have been removed from the Employee Handbook:**

* Policy **[insert policy number and/or title, description of change based on client preference]**
* Policy **[insert policy number and/or title, description of change based on client preference]**

I acknowledge receipt of the updated **Company Name** Employee Handbook. I understand that these policies, as well as the policies contained in the **Company**’s Employee Handbook, are not intended to create a contract of employment nor is any other communication by a management representative, either expressed or implied, intended to be a contract, unless explicitly stated otherwise in a written agreement signed by the **Company**.

I understand that neither these policies nor other Employee Handbook policies are a guarantee of employment for any set period and that either the **Company** or I may terminate my employment at any time, with or without cause. Furthermore, I understand that the policies and benefits described in the Employee Handbook may be added to, revised or deleted at any time.

I further understand that the benefit information found in this **Handbook** is intended to provide an overview of the benefit plans. The actual benefits may be controlled by the terms of the applicable plan documents and insurance policies. Questions regarding the interpretation of those plans will be answered in accordance with the actual plan documents and insurance policies, rather than the summaries contained in this **Handbook**. Employees may obtain copies of these documents from **WHO**.

**I have read, understand and agree to comply with** **these policies**.

If I have any questions about the information contained in this Handbook, I will discuss them with my **supervisor/manager** and/or **WHO**.

Employee's Name (Printed)

Employee's Signature

Date