THE CDPAP PROGRAM INFORMATION GUIDE

&

PERSONAL ASSISTANT HANDBOOK

Revised March 2023

Community Home Health Care
Fiscal Intermediary
Consumer Directed Personal Assistance Program

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CONSUMER DIRECTED PERSONAL ASSISTANCE PROGRAM (PA)

A Consumer Directed Personal Assistance Program (CDPAP) is an alternative to traditional home care. The CDPAP program is a Medicaid funded home care program that enables self-directing individuals or their Designated Representative, to assume the responsibilities of their own care. The Consumer and/or their Designated Representative is responsible for recruiting, interviewing, hiring, training, supervising, scheduling and termination.

THE ROLE OF COMMUNITY HOME HEALTH CARE

Community Home Health Care ("Community," the "Company" or the "FI") is the Fiscal Intermediary ("FI"). As the FI, Community Home Health Care will keep a record which consists of the Personal Assistant's ("PA's") original enrollment forms, annual health assessments and the information needed for payroll processing and benefit administration. To facilitate the Consumer or Designated Representative's role as the PA's employer, Community Home Health Care helps with processing the payroll, and administering any insurance, unemployment and worker compensation benefits for the PA. As a PA you are employed by the Consumer or their Designated Representative and not Community Home Health Care.

THE ROLE OF THE PERSONAL ASSISTANT (PA)

As a PA you are hired by the Consumer and/or Designated Representative to assist the Consumer with their individual needs to live safely in their home within the approved hours authorized by NYS Medicaid/Managed Care. By accepting this position, you are agreeing to accept training and supervision at the direction of the Consumer or their Designated Representative. You are responsible to complete the full enrollment forms and submit the documents needed to work to Community Home Health Care.

You may not begin working for a Consumer for any reason until your enrollment forms are completed and have been given authorization from Community Home Health Care to begin working. Your Consumer will be notified by Community Home Health Care when the approval for you to begin working can commence.

As a PA, the Department of Health requires that you pass and submit a physical within the past year, provide proof of immunizations, a PPD or Chest x-ray (if you have a history of a positive PPD), and complete a health assessment. All forms on our hiring requirements must also be completed before starting to provide services for the Consumer. Reach out to Community Home Health Care's HR Department for enrollment information.

It is your responsibility to keep your compliance up to date annually. The HR department at Community Home Health Care will attempt to reach out to you before your annual paperwork expires. In a case where any of the paperwork was not received in time you will not be permitted to continue to work for the Consumer.

As a Personal Assistant, am I required to have any license or certification?

As a PA you are not required to have any license or certification. This enables the Consumer to hire anyone of their choice.

Who trains me for my position as a PA Personal Assistant?

The PA Consumer or their Designated Representative is responsible for all your necessary training and information

What types of home care services can I provide as a PA Personal Assistant?

In the PA program, the Consumer or Designated Representative is responsible for creating and supervising the administration of the care plan. As a PA, you are responsible for providing all care the Consumer or Designated Representative requests.

How many hours of home care can I deliver for my Consumer?

Each PA Consumer is approved for a different number of hours. The Medicaid Managed Long Term Care (MLTC) or Department of Social Services, will determine the number of hours necessary and inform the Consumer. As the PA, you can only work for the number of hours for which the Consumer was approved by the MLTC. No extra hours will be approved or paid by Community Home Health Care.

Can children provide care for their parents?

Yes, unless you are your parent's designated representative. **Can spouses provide care for each other?**

No.

Can parents provide care for their children?

Parents can provide care for their children only if the child is an adult over the age of 21.

Working safely in the Consumer's home.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, the PA should immediately notify the Consumer or Designated Representative and Community Home Health Care. All injuries must be reported to Community Home Health Care within 24 hours.

Can I work for my Consumer while she is admitted to the hospital?

If a Consumer is hospitalized or admitted to a Health Care facility, you may not work. You are responsible for notifying Community and making sure not to submit any timesheets or clock ins during that time. Community Home Health Care will not remit payment for any unauthorized hours worked while a Consumer was hospitalized or admitted to a Health Care Facility.

May I drive my Consumer?

A PA may drive their Consumer only if the driving waiver is signed. A driving waiver can be found in the enrollment form and must be signed by you.

PERSONNEL FILES

Community Home Health Care maintains an official personnel file for all Personal Assistants on behalf of the Consumer. The personnel file includes information such as your job enrollment form, initial and annual health assessment and payroll records.

Community Home Health Care needs your help in keeping your personnel file accurate and up to date. Promptly notify your PA Representative of any changes to your name, home address, telephone number, healthcare status, and emergency contact(s).

Personnel files are the property of and are maintained by Community Home Health Care.

If you are applying for a mortgage or other credit or have another reason to allow outsiders to obtain information from your personnel record, you must provide Community Home Health Care with written authorization for release of information.

WHILE WORKING WITH CLIENTS

LOITERING/VISITING

Personal Assistants are requested to leave the premises of the Consumer's home or facility upon completion of scheduled shift.

Never bring children, family, friends, or pets to your Consumer's location, and under no circumstances should anybody visit you while you are working. This is a DOH violation and may result in termination at the discretion of the consumer.

CULTURAL DIVERSITY

The Personal Assistant may have a Consumer with cultural backgrounds and traditions different from his/her own. You must remember to respect and value each Consumer as an individual.

Cultural background can influence a variety of situations, for example:

1. How friendly your Consumer is toward strangers.
2. How they feel about having you or anyone else in their home.
3. How close they want you to stand to them when talking to them.

The religion of a Consumer and his/her family can also affect the way they behave. Religion can be very important to the Consumer who is very ill or dying. As a Personal Assistant, you must respect these differences, even if they are very different from your own. Never question the Consumer's religion, and refrain from discussing your own religious beliefs. Be aware of and honor any dietary restrictions your Consumer may have based on religious beliefs. Discuss with the nurse, Consumer, and family any meal planning and food preparation adjustment as needed. Keep physical contact to a minimum for those Consumer whose cultural or religious backgrounds make them less comfortable to being touched. You still need to care for the Consumer but talk to the nurse about ways to reduce unnecessary touching. Be sensitive to your Consumer's cultural and religious background. Treat all Consumer with dignity and respect. Expect your Consumer to treat you respectfully as well.

Suggested Conflict Resolution

Everyone has had to deal with difficult people or situations at one time or another. Learning to deal with the conflict through better listening and communication skills can be the key to solving the problem at hand. The following are suggestion methods for conflict resolution with your Consumer.

1. Stay calm
2. Assess the situation
3. Identify the problem
4. Describe the problem briefly and accurately to your designated contact person, i.e. family/supervisor/coordinator.
5. Confirm that you heard and understood.
6. Remember that you need to keep your client, client's family, or co-worker happy. You are the peacekeeper.
7. Listen to the person presenting the conflict. He/she should feel that you are interested and willing to help.
8. Interpersonal relationships are very important.

Do not escalate the situation. If a situation develops, and you feel unsafe, please contact emergency services. Our FI suggests you leave the home and contact the FI to inform us of the situation.

Interpersonal Relationships

Supportive Relationships
The relationship between the caregiver and the client is one of the most important elements in a successful home care situation. There are certain behaviors that will promote communication and convey caring to a client. Everyone wants to be listened to, care about, accepted, liked, respected, understood and regarded as capable or competent.

Clients must feel Supported
When a client feels respected and understood, he/she is less likely to be destructive, angry or uncooperative. When there is a mutual respect between the client and the caregiver, the tasks in the care plan will be more easily accomplished.

Supportive Communication
Communicating respect and support can be done both by what is said and how it is said. There are some phrases that will upset almost anybody such as "that's silly" or "do this or else." Equally important is the tone of voice in which the words are said. A simple phrase can be said in an angry tone that contradicts the words.

Non-verbal behavior such as good listening habits or body language is also important. Good listening includes nodding, repeating back what the client says and leaning forward. Facial expressions convey respect with a smile and attentive behavior. It helps to sit next to someone who is sitting, rather than standing over him/her. Touch, especially with the elderly, helps to convey warmth and interest. Some people do not like to be touched and their feelings should be respected.

You must keep communication open and positive through your tone of voice, facial expressions and body posture.

UNIVERSAL PRECAUTIONS/ STANDARD PRECAUTIONS

Includes:

1. Handwashing –some examples include:

    - Upon entering a Consumer's home
    - When hands are soiled
    - Between handling individual Consumers
    - Before contact with the face and mouth of the Consumer
    - After personal use of the bathroom
    - After changing or assisting with Consumer's personal needs/bathroom

- Before preparing meals and after preparing meals
- After housekeeping duties are preformed
- Before and after donning gloves

1. Use of PPE – personal protective equipment: PPE is available for all Personal Assistants. Contact your PA Representative for details. PPE includes face masks, gloves, KN95 masks, gowns, and eye shields. The Fiscal Intermediary provides hand sanitizer and disinfectants as needed to ensure the safety of the Personal Assistants.

2. Respiratory hygiene

3. Sharps precautions

4. Cleaning and disinfecting environmental surfaces

Contact Precaution & Covid-19

With an abundance of caution, the Fiscal Intermediary monitors reports of the coronavirus. The Fiscal Intermediary follows the guidance provided by the Centers for Disease Control and Prevention (CDC) and the New York State and applicable local Departments of Health and Centers for Medicare and Medicaid Services (CMS) to ensure that Personal Assistants are protected. The COVID-19 policy and process are followed and updated as needed.

ALL PERSONAL ASSISTANTS MUST REPORT TO THE CONSUMER IF THEY ARE COVID POSITIVE OR SYMPTOMATIC.

Prevention and protection are crucial to our FI. Here are a few ways to stay healthy according to the CDC:

1. Wear a mask while providing care to Consumer or when distance cannot be maintained.

2. Consumer should wear a mask when the Personal Assistant provides personal care to them.

3. Wash your hands.

4. Avoid close contact with people who are sick with symptoms or have been exposed to the virus.

5. Stay home when you are sick or are being tested for Covid-19.

6. Avoid touching your eyes, nose, and mouth.

7. Cover your cough or sneeze with a tissue, then throw the tissue in the trash.

8. Clean and disinfect frequently touched objects and surfaces using a regular household cleaning spray or wipe.

9. Avoid congregate settings (crowded public places where close contact with others may occur. Examples include shopping centers, movie theaters, stadiums).

10. Practice social distancing by remaining out of congregate settings, avoiding mass gatherings, and maintaining distance (approximately 6 feet or 2 meters) from others when possible.

11. Follow the PPE guidelines and infection control policies.

12. Receive your flu vaccine during flu season.

13. Follow NY state travel guidance.

Wash your hands often with soap and water for at least 20 seconds, especially after going to the bathroom, before eating, and after blowing your nose, coughing, and sneezing. CDC hand washing protocol. Always wash your hands with soap and water if hands are visibly dirty.

If soap and water are not readily available, use an alcohol-based hand sanitizer with at least 60% alcohol.

Follow CDC Requirements regarding face masks.

You can call your PA Representative or the Fiscal Intermediary with any concerns regarding Covid-19.

PREVENTION FROM NEEDLE STICK INJURIES

If your Consumer uses any injectable medication, they should be disposed of in a puncture proof container with a tight-fitting screw top.

Please notify the Fiscal Intermediary if you notice syringes being disposed of improperly.

If your Consumer uses any injectable medication, please shake out any bed linens/laundry carefully to avoid accidental needle stick from careless handling by Consumer /family/nurse.

If you get stuck by a needle stick it must be reported to the PA Representative immediately, and at the latest before the end of the shift, to ensure proper medical intervention is provided to you.

MEDICAL EMERGENCY/CONSUMER HOSPITALIZATIONS

If a medical emergency occurs while you are with a Consumer, below are suggestions and guidance on how to deal with the situation:

1. Seek emergency help as directed by the Consumer or dial 911.

2. Keep the consumer as comfortable as possible.

3. Observe the Consumer and report all symptoms to emergency personnel.

GENERAL RULES (CODE OF CONDUCT)

ON-THE JOB INJURY/WORKERS COMPENSATION

If you are injured on the job, you are required to call the PA Representative immediately and must complete a report related to a workplace injury to be eligible for Worker's Compensation. You must then complete the report and submit it in a timely fashion. it is best to file your claim while the incident and information is fresh. Please note that not all injuries will result in a paid claim. These requirements apply no matter how slight or minor the injury might seem. If you have questions about whether the injury is reportable, still call the PA Representative and ask – do not make these decisions on your own.

Your failure to follow this procedure may result in the appropriate workers' compensation report not being filed in accordance with the law, which may consequently jeopardize your right to benefits.

IMMIGRATION COMPLIANCE

In compliance with the Federal Immigration Reform and Control Act of 1986, as amended, Consumers are committed to employing only individuals who are authorized to work in the United States. Accordingly, each new Personal Assistant, as a condition of employment by the Consumer, must complete the Employment Eligibility Verification Form I-9 and present acceptable documentation establishing identity and employment eligibility.

If a Personal Assistant is authorized to work in this country for a limited time, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Consumer.

WORK TIME REPORTING

All EVV records and timesheets generated by a Personal Assistant must be true, accurate, and complete. Improper or fraudulent reporting of any information is strictly prohibited and exposes the Personal Assistant and/or the Consumer to civil and criminal liability. The Fiscal Intermediary

will strictly enforce these requirements. In accordance with the FI's compliance to the 21st Century CURE's Act, all PAs are required to utilize EVV for time recording. Only in extenuating circumstances, and when approved by your FI Case Manager, can alternate time sheets be used. To that end, all timesheets must be completed and submitted within four weeks from the date of service, unless extenuating circumstances occurred, and were relayed to the FI Case Manager. The time that work starts, and ends must be clearly reported. The Consumer and the Personal Assistant must sign all timesheets and verify the date and the visit. Reporting hours worked when they were not worked or when the Personal Assistant was not authorized to perform services is strictly prohibited by this policy and the law.

AMERICANS WITH DISABILITIES

Community expects consumer compliance in the following acts: the Americans with Disabilities Act (ADA) The law Prohibits any form of harassment or discrimination based on sexual orientation, race, age, sexual orientation, and religion. If you believe you have been subjected to harassment or discrimination, you may reach out to our FI to report the situation and we will work with you to address the issue.

PROHIBITING WORKPLACE HARASSMENT

We are committed to a work environment in which all individuals are treated with respect and dignity, free from all forms of unlawful discrimination. Sexual harassment or harassment based on an employee's race, color, religion, national origin, age, disability, or any other protected characteristic violates the law, has no place in the work environment, and is strictly prohibited. Every PA has the right to work free of harassment, sexual or otherwise and we prohibit unlawful harassment by all employees, including management.

Sexual Harassment - The following conduct constitutes sexual harassment and will not be tolerated:

Any unwelcome sexual advances, request for sexual favors, or other verbal comments, gestures or physical actions of a sexual or otherwise offensive nature, under any of the following circumstances:

i) Coercing an individual to submit to such conduct as a term or condition of employment. This would include, but not be limited to, explicit or implicit promises, in return for sexual favors, of employment, career advancement or improvement in terms, conditions or benefits of employment (e.g., evaluations, promotion, transfer, training, awards, compensation, assigned duties, etc.).

ii) Using an individual employee's submission to or rejection of such conduct as the basis for an employment-related decision. This would include, but not be limited to, explicit or implicit threats that the

employee's career or any terms, conditions or benefits of employment will be adversely affected if sexual advances or requests for sexual favors are rejected (e.g., non-promotion or transfer, reassignment to a less desirable position/location/work schedule, etc.).

Unreasonably interfering with an individual employee's work performance or creating an intimidating, hostile, or offensive working environment, whether intentionally or not. Offensive conduct covered by this last category would include, but not be limited to, deliberately provocative behavior, unwelcome sexual flirtations, advances or propositions, abusive language or gestures, overtures, or statements of a sexual nature, unnecessary touching (e.g., patting, pinching, hugging, brushing up against another employee's body), graphic or verbal commentaries about an employee's body, sexually suggestive or explicit jokes, a display in the workplace of sexually suggestive objects or pictures (e.g., calendars), the use of sexually degrading comments, or offensive nonverbal behavior (e.g., leering or staring)

This applies equally to men and women, to same- and opposite-sex relationships, to supervisor-subordinate relationships, and to peer relationships. Depending on the extent of Community's exercise of control it may also apply to non-employees, such as vendors and other visitors.

b. **Harassment -** The following conduct constitutes harassment other than sexual harassment and will not be tolerated.

i) Use of ethnic slurs or racial epithets.
ii) Telling jokes that may be construed as harassment of others based on their race, national origin, age, disability, or religious beliefs.
iii) The display of cartoons or other images (including images displayed on computers) that may be construed as harassment of others based on their race, national origin, age, disability, or religious beliefs.

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

ANTI-RETALIATION POLICY

No one will be subject to, and Community prohibits, any form of discipline, reprisal, intimidation, or retaliation for good faith reports or complaints of incidents of harassment of any kind, pursuing any discrimination claim, or cooperating in related investigations.

WAGE AND PAYROLL INFORMATION

Federal and State laws require Community Home Health Care to keep accurate records of time worked in order to calculate PA pay on behalf of the Consumer. Time worked is all the time actually spent on the job performing assigned duties within the authorized time.

You are not permitted to work anywhere else at the same time you are working for your Consumer. You may not work for the Consumer more than the allotted hours as set forth by the MLTC. If a PA works more hours than the MLTC authorizes, Community Homecare is not liable to pay for those hours as they are not considered PA hours, and the PA should expect payment from the consumer. This arrangement is not condoned or managed by Community .

Personal Assistants are paid on a weekly basis.

The payroll week starts on Saturday and ends on Friday. Hours should be worked according to the consumer's authorization and vendor's billing week.

For a PA to get paid, the PA must use EVV to clock in and out for their shift.
Personal Assistants are not permitted to work or provide services to Consumers while the Consumer is admitted into a hospital, and unless otherwise authorized not allowed to provide services outside of New York State.

WAGES

You will be signing a New York Labor Law-compliant notice at the time of hire that states your basis of pay (salary, hourly) and your pay rate.

In addition, Personal Assistants will receive, for all Wage Parity cases, a Wage Parity benefit and/or cash in lieu of a benefit for the first 40 hours of work. Wage Parity will not be paid for hours worked above 40 per week. Community will also comply with any applicable local living wage and wage parity laws.

According to Consumer Directed regulations, a PA cannot work over 16 hours per day, unless working a 24-hour live-in case.

If you have any questions regarding your compensation, please contact the PA Representative.

OVERTIME

Personal Assistants will receive overtime pay in accordance with applicable federal and state law at a rate of one and one-half times their regular rate of pay for all hours worked over 40 hours in any workweek. Overtime pay is based on hours actually worked. Any overtime work must be approved by your PA Representative before the overtime hours are worked.

Overtime will be paid based on your "regular rate of pay." The regular rate of pay may vary from week to week if you work jobs that have different or multiple rates of pay. If you ever have questions about how your overtime rate was computed, please call our FI.

PAYROLL ERRORS

You should review your payroll checks for errors. If you believe there are errors in your pay, including that you have been overpaid or underpaid, that improper deductions have been taken from your pay, or that your pay does not accurately reflect all hours worked, you must report your concerns to the PA Representative immediately. Community will promptly investigate all reported complaints and, if appropriate, take corrective action.

MEAL PERIODS

If you work for more than 6 consecutive hours, you are entitled to a meal period during your shift. However, it is required that one Personal Assistant be on duty at any given time during the Consumer's scheduled hours of service. Thus, it is customary for Personal Assistants to eat on the job without being relieved as they cannot abandon the Consumer.

Given the requirements that a Personal Assistant remain with the Consumer, you voluntarily consent to taking your meal period without being fully relieved of your duties and you understand and agree that this means that your meal period may be interrupted by a call to duty. However, you will receive compensation for time worked in accordance with applicable laws.

By signing this handbook, you understand that you are voluntarily consenting to taking your meal periods without being fully relieved of your duties.

USE OF THE ELECTRONIC VISIT VERIFICATION SYSTEM (EVV)

Electronic Visit Verification, or EVV, is required by all PAs under Federal Law: *21st Century Cures Act Public Law 114-255, Section 12006(a)(4)(B) Electronic Visit Verification system.*

Community Home Health Care requires the use of an EVV when working with a Consumer. You are required to use the EVV system when you report to work for the Consumer, and when you have completed your shift. On the occasion, when calling from the Consumer's home phone is not possible, it must be discussed with the PA Representative. As soon as the PA Representative clears you to work, you will be provided with the option to use one of our three EVV methods: Landline, Mobile App, FOB Device.

It is prohibited to allow anyone else to use your PIN number, Mobile App or FOB Device to clock you in or out.

PA's must call in and out for each shift that is worked.

LIVE IN CASES

During your clock out call, you will be asked to certify whether you have received a Bona Fide Sleep Period and Bona Fide Meal Periods. You are required to explain whether any of your break times were interrupted during your clock out call. Failure to use the call-in system properly may cause a delay in your pay.

TIMESHEETS

In event that EVV cannot be accessed, reach out to the PA Representative for approval to use a timesheet.

Timesheets may be used but it must be submitted by Monday at 5pm, even on a holiday.

We strongly encourage your timesheets to be submitted on time so that we can ensure timely pay.

Electronic timesheets are available.

The week starts on Saturday, 12am and ends on Friday, 11:59pm. Timesheets should be filled out accordingly and hours should be accounted for based on a Saturday to Friday week schedule. Certain vendors have different week schedules for which you will follow the corresponding authorization week.

It is the responsibility of the PA and the Consumer to confirm that the hours on the timesheets are entirely accurate. Time worked is considered time spent on the job performing duties assigned and approved by the Consumer within the authorized number of hours per week.

Please be advised that all time sheets must be signed by the Consumer/Designated Representative and the PA at the end of each day, as this is an attestation that services were in fact provided.

Dates, times, signatures and PA and Consumer information must be filled out correctly. We will not be able to process incomplete paperwork.

TIME AND ATTENDANCE GUIDE

Landline/IVR and FOB Method:

CALL IN:

1. Call 1877-833-4935
2. Press **1** for CALL IN
3. Enter your Assignment ID
4. The system will repeat the assignment you entered. Press **1** to confirm or **0** to re-enter & call is complete.

CALL OUT:

1. Call 1877-833-4935
2. Press 2 for CALL OUT
3. Enter your assignment ID
4. 4444. The system will repeat the assignment you entered. Press 1 to confirm or 0 to re-enter & call is complete.
5. Press 000 to complete the call

Rules:

- Call in/Call out: can only be done from the Consumer's home phone. Calling in from personal cell phone will not be allowed.
- A call out for a shift without a call in will NOT be accepted.
- Live in: when working on a live in case, you should call in regurlarly when you are on the case. The following morning, 8AM, you should clock out and immediately clock back in. This should be done every day at 8AM.
- Sabbath observant: Notify Community if you or the Consumer are Sabbath observant and therefore you cannot use the Consumer's phone.
- No direct phone number: Consumers may not always have a direct phone number. In such a case notify Community of the situtation.
- Rotary phone: The time attendence system will not work a rotary phone.
- Payroll is generated through the call in and call out system.

If you are experiencing problems with calling in or calling out, please notify Community immediately.

MOBILE APP

Please follow up with Community Home Health Care for Mobile App specific instructions.

COMPENSATION

Payroll checks will be mailed weekly to your home, or you can choose to receive your pay via Direct Deposit. Community Home Health Care highly recommends you choose the Direct Deposit benefit to avoid disruptions in check distribution due to weather or failed delivery methods. If you cannot arrange Direct Deposit into a bank account, please discuss with the PA Representative what other options might work for you as a preference above paper checks.

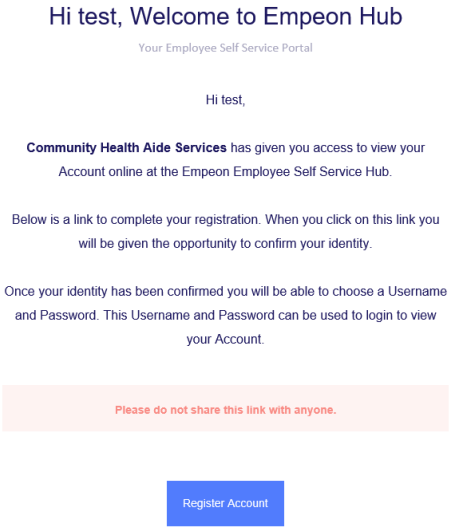
If you wish to receive Direct Deposit, please submit the Direct Deposit form found on the next page. Once signed up, your pay will be deposited in your bank account Friday morning at 6am. Your paystubs will be available to view online.

Please be aware that a pre-note must first be conducted when using a new Direct Deposit, therefore your first check will be mailed, and the rest of your checks will be deposited in your bank account Friday morning at 6am.

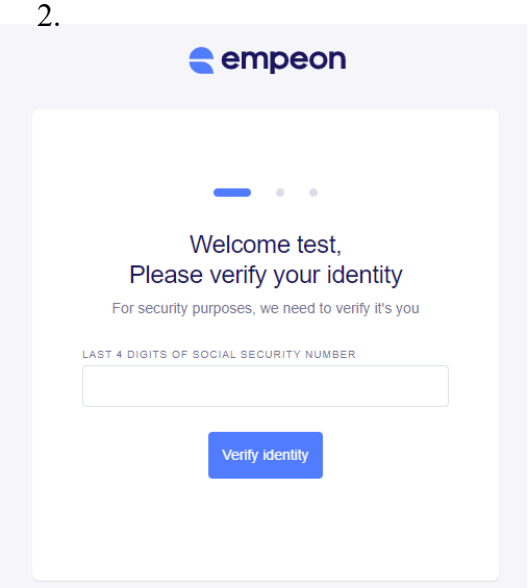
INSTRUCTIONS TO VIEW YOUR ONLINE PAY STUB

1. Provide your email to your payroll department. You will soon receive an email from Empeon ESS Hub <notifications@em.empeon.com>. Click the "Register Account" link in the email.
2. Verify your identity by entering the last 4 digits of your SSN.
3. Confirm or change your email address.
4. Create a password and press "Finish".
5. You will receive a verification email. Open the email and click the "Confirm" link.
6. Once confirmed, click on "Go to sign In" or go to https://empeon.com/signin/ to sign into your account and view your paystubs.

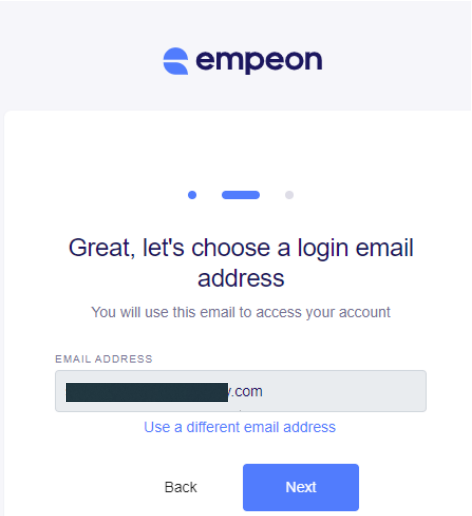
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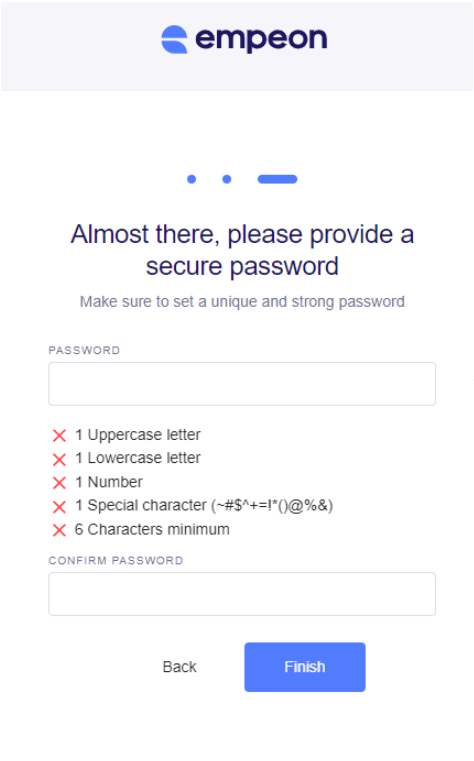
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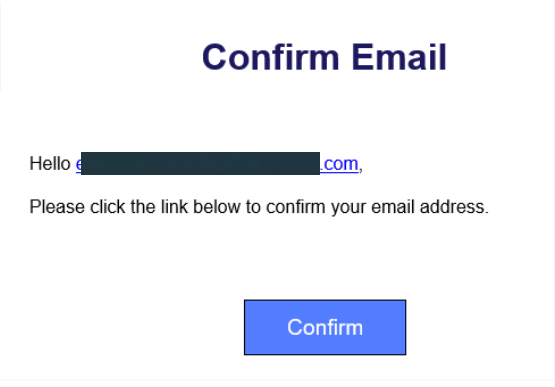
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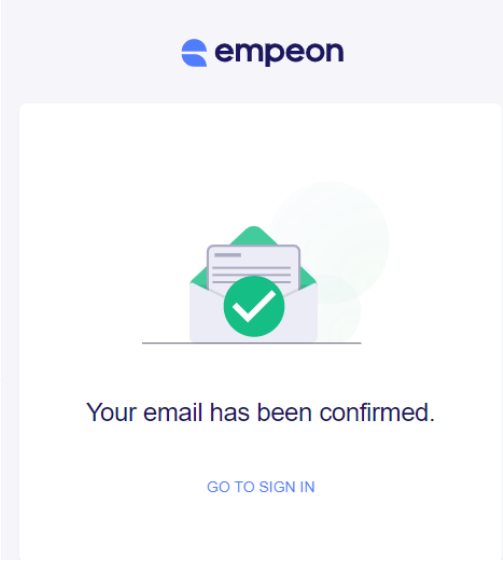
4.



5.



6.



Direct Deposit Form

Community Home Health Care offers direct deposit to all Personal Assistants. This option, if you decide to choose it, allows Community Home Health Care to deposit your weekly pay into your own personal savings or checking accounts. Instead of receiving a check every week, your money will be available to you every Friday Morning. All who choose direct deposit direct deposit will have their paystubs available online to view and print. Paystubs will not be mailed.

If you still wish to receive your weekly pay stub in the mail from us, in the form of a non-negotiable check that cannot be cashed, please check the box below. If no box is on this form is checked, your paystubs will be accessible online and will not be mailed. If you receive the weekly pay stub in the mail it will not be available online

We ask anyone who would like to participate in direct deposit to fill in their account information below and return this page to your local Community Home Health Care Office. **Attach either a blank voided check or a savings deposit slip** or BOTH if splitting deposit. You cannot have direct deposit and receive a paycheck.

PRINT ALL INFORMATION

Direct Deposit Request (Don't forget to staple your voided check or filled in deposit slip for savings)
I authorize my payer to initiate electronic credit entries and, if necessary, debit entries and adjustments for any credit entries made in error, to my financial institution list below:

FIRST NAME: _____ LAST NAME: _____

SS#_____

HOME ADDRESS: _____ APT.#_____

CITY: _____ STATE: _____

ZIP CODE: _____

BANK NAME:

_____

BANK ADDRESS:

_____

CITY: _____ STATE: _____

ZIP CODE: _____

ROUTING NUMBER: _____ CHECKING ACCT#: _____

DEPOSIT%: _____

ROUTING NUMBER: _____ SAVINGS ACCT#: _____

DEPOSIT%: _____

Paystubs are available online unless otherwise requested.

PERSONAL ASSISTANT'S SIGNATURE: _____

DATE: _____

LIVE-IN PERSONAL ASSISTANTS

It is expected that you will only be required to work for 13 hours of the entire 24-hour shift you are assigned to be with the Consumer. It is expected that you will enjoy a total of at least 3 hours of Bona Fide Meal Periods as well as an 8-hour Bona Fide Sleep Period for each full 24-hour shift.

"**Bona Fide Meal Periods**" are meal periods (e.g., one each for breakfast, lunch, and dinner) that are uninterrupted, duty free, which is 1 hour in duration. You are not required to eat with the Consumer during your meal period or take your meal period during the same time that the Consumer eats his/her meal.

BENEFITS AND TIME OFF

WORKER'S COMPENSATION

If you are injured while on the job, you may be covered for the medical expenses you incur for the work-related injury and salary lost during the period that you are disabled from working. All Personal Assistants are required to report injuries immediately. Personal Assistants may forfeit any right to care by not promptly reporting to Community.

DISABILITY INSURANCE

You are entitled to New York State Disability benefits if you have a non-job-related illness and are unable to work for more than seven (7) days and are receiving medical care. If you are ill or require hospitalization, notify the office immediately. New York State Disability will pay up to 50% of your average/weekly salary (but no more than the maximum benefit allowed, currently $170 per week), after the first seven (7) days of illness, and for up to 26 weeks. Personal Assistants on disability leave are still required to notify their PA Representative of their status and periodically check in with Community . Information about your condition and circumstances may be required before you are reinstated to work.

MEDICAL INSURANCE

Eligible Personal Assistants may enroll in a single, a single plus one dependent, or a family contract health insurance plan offered by Community . Eligibility will be defined by the specific insurance contract in effect. Information and enrollment forms may be obtained from Human Resources.

NYS SICK AND SAFE LEAVE

All Personal Assistants are entitled to sick and safe leave pursuant to the New York Paid Sick Leave Law. Personal Assistants may use this leave as soon as it has accrued. Personal assistants earn one hour of sick/safe leave for every 30 hours worked and can earn a maximum of 56 hours of sick/ safe time per year.

Following a verbal or written request, sick/safe leave may be taken for any of the following reasons impacting you or a member of your family for whom you are providing care or assistance with care:

Sick Leave:

- For mental or physical illness, injury, or health condition, regardless of whether it has been diagnosed or requires medical care at the time of the request for leave; or
- For the diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or need for medical diagnosis or preventive care.

NYC: SAFE TIME LEAVE

Community Home Health Care is required to give their covered Employees paid safe time leave when the Employee or Employee's family member has been the victim of domestic violence, a family offense matter, sexual offense, stalking, or human trafficking. Where such leave is foreseeable, Employees must give advanced written notice of the intention to use such safe leave by filling out a time off request form.

Where such leave is unforeseeable, Employees must give written notice of the need for the use of safe time by filling out a time off request form, as soon as practicable. Employees will accrue one hour of safe/sick time for every thirty hours worked, which can result in a maximum of 56 hours accrued for safe/sick time. Community will allow you to take up to 56 hours of safe/sick time leave per calendar year in full days or increments. Employees must take safe leave in minimum of 4 hour increments.

Employees begin to accrue safe/sick time at the commencement of the employment or January 1, 2021, whichever is later.

ACCEPTABLE REASONS TO USE SAFE TIME LEAVE

• to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;

• to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future family offense matters, sexual offenses, stalking, or human trafficking;

• to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;

• to file a complaint or domestic incident report with law enforcement;

• to meet with a district attorney's office;

• to enroll children in a new school; or

• to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

REASONABLE DOCUMENTATION

For an absence of more than three consecutive work days for safe time, Community require reasonable documentation that the use of safe time was authorized. Such reasonable documentation may include: a signed document by an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional service provider from whom the Employee or that Employee's family member has sought assistance in addressing domestic violence, family offense matters, sex offenses, stalking, or human trafficking and their effects; a police or court record; or a notarized letter from the Employee explaining the need for such time. Such documentation is not required to specify the details of the domestic violence, family offense matter, sexual offense, stalking, or human trafficking. Community will reimburse an employee for all reasonable costs or expenses incurred for the purpose of obtaining such documentation. Any information about an Employee or an Employee's family member obtained solely for the purposes of utilizing safe time leave shall be treated as confidential and shall not be disclosed except with the written permission of the affected Employee unless such disclosure is otherwise required by law.

RETALIATION

Community shall not take any adverse action against an Employee that penalizes an Employee for, or is reasonably likely to deter an Employee from, exercising or attempting to exercise safe/sick leave or interfere with an employee's exercise of such rights. Employees whose rights have been violated can file a complaint with the NYC Department of Consumer and Worker Protection and/or the New York State Department of Labor.

NYS: SAFE TIME LEAVE

Community Home Health Care is required to give their covered Employees paid safe time leave when the Employee or Employee's family member has been the victim of domestic violence, a family offense matter, sexual offense, stalking, or human trafficking. Where such leave is foreseeable, Employees must give advanced written notice of the intention to use such safe leave by filling out a time off request form. Where such leave is unforeseeable, Employees must give written notice of the need for the use of safe time by filling out a time off request form, as soon as practicable. Employees will accrue one hour of safe/sick time for every thirty hours worked, which can result in a maximum of 56 hours accrued for safe/sick time. Community will allow you to take up to 56 hours of safe/sick time leave per calendar year in full days or increments. Employees must take safe leave in minimum of 4 hour increments.

Employees begin to accrue safe/sick time at the commencement of the employment or January 1, 2021, whichever is later.

ACCEPTABLE REASONS TO USE SAFE TIME LEAVE

- to obtain services from a domestic violence shelter, rape crisis center, or other services program;
- to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members;
- to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;
- to file a complaint or domestic incident report with law enforcement;

- to meet with a district attorney's office;
- to enroll children in a new school; or
- to take any other actions necessary to ensure the health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

DOCUMENTATION

For an absence of three or more consecutive work days or shifts for safe time, Community requires an attestation from an employee of their eligibility to safe leave. Employees are not required to provide any confidential information, including any details or information regarding safe leave. The attestation is NOT required to explain any details related to domestic violence, sexual offense, family offense, human trafficking, or stalking that necessitates the use of safe leave.

RETALIATION

Community shall not take any adverse action against an Employee that penalizes an Employee for, or is reasonably likely to deter an Employee from, exercising or attempting to exercise safe/sick leave or interfere with an employee's exercise of such rights. Employees whose rights have been violated can file a complaint with the New York State Department of Labor.

WESTCHESTER COUNTY: SAFE TIME LEAVE

Under Westchester County's Safe Time Leave Law, Community Home Health Care is required to give their covered Employees paid safe time leave to attend or testify in a criminal or civil court proceeding relating to domestic violence or human trafficking or to move to a safe location. Employees covered by the Safe Time Leave Law must give written notice by filling out a time off request form and provide proper documentation. Community will allow you to take up to 40 hours of safe time leave per calendar year in full days or increments. No accrual is needed for safe time leave in Westchester county. Leave provided under the Safe Time Leave Law shall be in addition to sick leave provided in Westchester county.

Employees who have already worked for Community Home Health Care for 90 days by October 30, 2019, are eligible to take safe time leave as of October 30, 2019. Newly or recently hired caregivers to become eligible to take safe time leave 90 days after the first date of employment.

ACCEPTABLE REASONS TO USE SAFE TIME LEAVE

If you are a victim of domestic violence or a victim of human trafficking, you may use safe time leave to:

- Attend or testify in criminal or civil court proceedings relating to domestic violence;
- Attend or testify in criminal or civil court proceedings relating to human trafficking; and/or
- Move to a safe place.

ADVANCE NOTICE

If the need is foreseeable, you must make a good faith effort to provide notice of your intention to use safe time leave. Community requires employees to provide reasonable documentation along with the time off request form that the safe time leave will be, or has been used, for a purpose covered under the Safe Time Leave Law. Such documentation may include a court appearance ticket or subpoena, a copy of a police report, an affidavit from an attorney involved in the court proceeding, or an affidavit from an authorized person from a reputable organization known to provide assistance to victims of domestic violence or human trafficking. Any information about an employee or family member obtained solely for the purposes of utilizing safe time leave shall be treated as confidential and shall not be disclosed except with the written permission of the affected employee unless such disclosure is otherwise required by law. Community will maintain this information on a separate form and in a separate file from other personnel information.

For the purposes of NYSLL, "family member" is defined as your child, spouse, domestic partner, parent, sibling, grandchild, or grandparent; and the child or parent of your spouse or domestic partner. "Parent" is defined as your biological, foster, step, or adoptive parent, or legal guardian, or a person who stood in loco parentis when you were a minor child. "Child" is defined as your biological, adopted, or foster child, a legal ward, or a child if you are standing in loco parentis.[1]

[1] For Personal Assistants who work in New York City, pursuant to the New York City Earned Safe and Sick Time Act, "family member" is defined as your child (biological, adopted, or foster child; legal ward; child of an employee standing in loco parentis), spouse (current or former, and regardless of whether you reside with them), domestic partner (current or former, and regardless of whether you reside with them), parent, child or parent of your spouse or domestic partner, grandchild or grandparent, sibling (including half, adopted or step sibling), any other individual related to you by blood, and any other individual whose close association with the employee is the equivalent of a family relationship.

Personal Assistants must provide reasonable notice of a foreseeable need to use sick and/or safe leave. When able, please provide notice to your Consumer before 9 AM that day. With respect to unforeseeable needs to use sick and/or safe leave, Personal Assistants should provide notice as soon as practicable under the circumstances. Personal Assistants can provide notice by contact the Case Manager via phone and email any important documents directly to the case manager.

Personal Assistants who use sick leave for three or more consecutive shifts may be required to provide (a) an attestation from a licensed medical provider supporting the existence of a need for sick leave, the amount of leave needed, and a date that you may return to work, or (ii) an attestation from you of your eligibility to leave.

For Personal Assistants who work in (in) Westchester County, pursuant to Westchester County's Earned Sick Leave Law and/or (ii) New York City, pursuant to the New York City Earned Safe and Sick Time Act, you are further permitted to use your paid sick leave if the Consumer directs you not to report to work due to a public health emergency or you need to care for a child whose school or childcare provider closed due to a public health emergency. Employees who work in Westchester County are, after 90 days of employment, further entitled to up to 40 hours of paid safe leave to attend/testify in criminal and/or civil court proceedings relating to domestic violence of human trafficking and/or to move to a safe location. For more information concerning how such safe leave interacts with the NYSLL, please contact Human Resources.

Please Note:

- Please Note: Any unused sick time not used by the end of the year will not be paid out, but rather up to 56 hours of unused sick time can be carried over into the next year. However, a maximum of 56 hours of sick time can be used per year.
- Sick Time can only be taken at a minimum of 4 hours increments.
- You must use all your sick time before taking unpaid sick time.
- If a Personal Assistant uses all vacation time, they can use up to 16 hours of sick time as PTO.
- A Personal Assistant may not take off more than their total allotted time off per year. After a Personal Assistant has exhausted his/her sick days, any additional call-out will be deducted from the Personal Assistant's PTO bank.
- If a Personal Assistant exhausted his/her sick time and PTO balance and calls out without a sufficient doctor's note due to extenuating circumstances, further discussion may take place with the Consumer.

Personal Assistants who misuse this sick and safe leave will be subject to discipline, up to and including termination of employment.

In the event a Personal Assistant is terminated or resigns, accrued but unused sick time is not paid out to the Personal Assistant.

Policies concerning (i) Family and Medical Leave Act of 1993 (FMLA) and (ii) New York Paid Family Leave (NYPFL) Law are contained later in this handbook.

BENEFITS CONTINUATION (COBRA)

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

Under COBRA, the Personal Assistant or beneficiary pays the full cost of coverage of the Company's group rates plus an administration fee, unless otherwise required by applicable law.

Community provides each eligible Personal Assistant with a written notice describing rights under COBRA when the Personal Assistant becomes eligible for coverage under the Company's health insurance plan. The notice contains important information about the Personal Assistant's rights and obligations.

NYC PTO/UNPAID TIME OFF

Personal Assistants, after one year of work, are entitled to up to three days of PTO in each calendar year, depending on average hours worked per week, and paid at their regular rate of compensation.

Note: Personal Assistants who work on cases that are reimbursed by Medicaid in whole or in part and in certain regions of the State are eligible to receive "wage parity" benefits in addition to minimum wage. The wage parity amounts vary from region to region and year to year. Information about wage parity will be distributed during orientation or can be requested from the Human Resources Representative. Any PTO provided as wage parity benefits count towards the PTO mentioned above and are not in addition to such PTO.

Requests for time off, whether for PTO or unpaid, must be approved by the Consumer. If there are further questions PA should speak to the Case Manager for further information regarding PTO.

JURY DUTY LEAVE

Personal Assistants are responsible for informing the PA Representative of their Jury Duty assignment as soon as possible. The PA Representative and Personal Assistant will work together to rearrange assignments as needed.

The Company, on behalf of the Consumer, will pay the Personal Assistant $40 a day for the first three days of Jury Duty. The remainder of the Jury Duty will be unpaid.

TIME OFF FOR VOTING

If a Personal Assistant does not have 4 hours before or after their work shift from when the poll open or closes to vote, you are allowed to take 2 hours paid leave to vote. Personal Assistants must give notice to their PA Representative no later than 2 days before the election of their need for the 2 hours paid leave.

WORKING WHILE ON LEAVE

Personal Assistants on any leave of absence are prohibited from working for the Consumer during the leave period.

HIPAA PRIVACY

What is HIPAA?

HIPAA stands for Health Insurance Portability and Accountability Act of 1996, as amended. It is a federal law the purpose of which is to protect the privacy of individually identifiable health information (also called "Protected Health Information" or "PHI") that is shared by an individual with doctors, nurses, hospitals, insurance companies and other health care providers.

What does the HIPAA Privacy Rule do?

The Privacy Rule assures that individuals' health information is properly protected while allowing appropriate uses of such information to provide and promote high quality health care. The Privacy Rule applies to all forms of personal health information – written, electronic or oral.

Who must follow the HIPAA Rules?

All health care providers – doctors, nurses, aides, insurance companies, health care agencies, hospitals, laboratories, and business associates of these persons must follow the HIPAA rules.

What is personal health information?

PHI is any information, including demographic data, that (1) relates to the past, present or future physical or mental health condition of an individual, (2) the provision of health care to an individual, or (3) the past, present or future payment for the provision of health care to an individual, and that identifies the individual or which there is a reasonable basis to believe it can be used to identify the individual (e.g., name, address, birth date, social security number). PHI that is created, used, stored or disclosed via electronic devices is referred to as "Electronic Protected Health Information" or "ePHI."

How can PHI be used and disclosed legally?

For the Consumer to receive treatment and have the treatment paid for by their insurance company, PHI must be used and disclosed by the people involved in the care of the Consumer. PHI is used when it is shared, examined, applied, and analyzed. PHI is disclosed when it is released, transferred, or accessed in any way by outside the health care FI. PHI maybe used or disclosed in the following instances: (1) for treatment, payment and health care operations; (2) with special authorization or agreement from the Consumer or the Consumer's Designated Representative; (3) for disclosure to the Consumer; (4) for reasons incident to another permitted use and disclosure, provided reasonable safeguards are in place; (5) as required by law or necessary for public health activities; and (6) PHI where certain identifiers of the Consumer have been removed.

Can I tell if the Consumer says I can?

Disclosure may be made to family members, friends or other people that are authorized by the Consumer to receive his or her PHI; however, the Consumer may revoke this authorization at any time. In any other situation not described previously, you need to get the patient's written authorization to disclose any PHI.

What is "minimum necessary rule"?

Use or disclosure of PHI must be limited to the smallest amount that is needed to get a job done. This means that not all Personal Assistants may have the same amount of formation about a patient. Each Personal Assistant should have only the information that is necessary for them to carry out their job.

What happens if an individual or FI fails to follow these laws?

Failure to comply may result in civil and/or criminal penalties.

Civil Penalties:

- Currently range from $100 to $50,000 or more per violation, with a penalty cap of $1,500,000 per calendar year.

Criminal penalties:

- Up to $50,000 in fines and 1 year in prison for knowingly violating patient privacy.
- Up to $100,000 in fines and 5 years in prison for obtaining PHI under false pretenses.
- Up to $250,000 in fines and up to 10 years in prison for obtaining or disclosing PHI with intention to sell, transfer, or use identifiable health information for commercial advantage, personal gain or malicious harm.

Unintentional privacy violations can also attract significant penalties. **"I forgot"** or **"I did not know"** is **not a legal defense**. An example of this would be the failure to remove personally identifiable information from a fax.

Does HIPAA take precedence over other existing confidentiality laws?

In cases where state laws are stricter than the HIPAA rules, the state laws take precedence. An example is the HIV confidentiality laws.

FRAUD, WASTE AND ABUSE PREVENTION

COMPLIANCE PROGRAM

Community Home Health Care is dedicated to ensuring a culture of compliance, honesty and integrity. We have implemented a comprehensive Compliance Program that sets forth the standards of conduct that all individuals affiliated with Community Home Health Care are expected to follow in their employment or course of business dealings with Community and the Consumers for whom Community serves as a fiscal intermediary. The Compliance Program applies to all individuals affiliated with Community Home Health Care, including Board Members, Personal Assistants, Consumers, and other individuals or entities employed, affiliated or associated with Community (including, but not limited to, all contractors, subcontractors, agents, and other persons who perform functions or services on behalf of Community or otherwise contribute to Community 's entitlement to payment under Federal health care programs).

Community Home Health Care has a longstanding practice of fair and truthful dealing with Consumers, their families, personal assistants, the government, health professionals and others. Individuals associated with Community Home Health Care are prohibited from engaging in any act of fraud, abuse or waste, such as knowingly making false statements of material fact, in the preparation or submission of any claim for reimbursement under the Medicaid program or any other payor program. Compliance with this Policy is a condition of participation in the Community Home Health Care PA. Violation of this policy is grounds for immediate termination from the program.

STANDARDS OF CONDUCT

The Compliance Program establishes general standards of conduct to which all individuals affiliated with Community Home Health Care must adhere. These standards assist Community Home Health Care in preventing fraud, waste and abuse in Federal health care programs and other payor programs and ensure Community Home Health Care's compliance with all applicable Federal and State laws, regulations and rules. The Compliance Program also establishes a system for monitoring adherence to these standards, investigation of violations and for sanctioning non-compliance.

All individuals affiliated with Community Home Health Care are required to cooperate fully with the requirements of the Compliance Program, to review and be familiar with the Standards of Conduct and all specific policies and procedures applicable to their duties. Individuals affiliated with Community Home Health Care that fail to do this are subject to disciplinary action up to and including termination of employment, termination of contract or affiliation with Community Home Health Care.

A. Definitions of Fraud, Abuse and Waste

Fraud is an intentional misrepresentation that, when relied on by a payor or other person, deceives that person to his or her detriment. Abusive tactics are broader than fraud and may include submitting deceptive or misleading claims to a government program like Medicaid or using a false

statement to support a claim. Waste may include other deceptive tactics, such as over-utilization of otherwise necessary services.

Types of fraud, abuse, or waste which may lead to liability are:

1. Knowingly filing a false or fraudulent claim for payments to Medicaid or another governmentally funded health care program, such as billing for services not actually provided;

2. Knowingly making or using a false record or statement to obtain payment on a false or fraudulent claim from Medicaid or other governmental program, such as documenting clinical care not actually provided;

3. Conspiring to defraud Medicaid or any other governmentally funded health care program by attempting to have a false or fraudulent claim paid; or

4. Knowingly making or using, or causing to be made or used, a false record to statement to conceal, avoid or decrease an obligation to pay or transmit money or property to the government.

Examples of the above include but are not limited to:

5. Completing timesheets for services not actually provided;

6. Paying an invoice known to be false;

7. Accepting or soliciting kickbacks or illegal inducements from vendors of services, or offering or paying kickbacks or illegal inducements to vendors of services;

8. Paying, offering gifts, money, remuneration or free services to entice a Medicaid recipient to use Community Home Health Care services;

9. Using Medicaid reimbursement to pay a personal expense;

10. Embezzling; and

11. Ordering and charging for medical services not necessary for the participant.

B. Mandatory Reporting Requirement

If any individual subject to this policy has reason to believe that anyone associated with Community Home Health Care has engaged in any fraud, abuse or waste, the individual has a duty to report any such observations and concerns immediately to the Compliance Officer, Boruch Kaller, at (845) 205-9440. You may anonymously report your concern to the Compliance Hotline at (845) 738-1305. Community Home Health Care has a policy of non-retaliation and non-intimidation for those who report known or suspected violations or who otherwise participate in good faith in our Compliance Program.

C. False Claims Laws and Whistleblower Protections

Fraud involving a claim submitted to the Federal or State government (for example, a false claim submitted for payment to Medicare or Medicaid) is prohibited by civil, administrative, and criminal laws, including the following:

- The Federal False Claims Act
- The Federal Program Fraud Civil Remedies Act
- State Laws pertaining to civil or criminal penalties for false claims and statements

A summary of these laws, as well as associated whistleblower protections, are contained in a Compliance Program Policy and Procedure entitled *Compliance with Applicable Federal and State False Claims Acts; Overview of the Laws Regarding False Claims and Whistleblower Protections.*

A copy of Community Home Health Care's Compliance Manual, containing the Standards of Conduct, Compliance Program Structure and Guidelines and Reporting Requirements, and the above referenced policy regarding false claims laws/whistleblower protections are provided to all Personal Assistants upon hire and at annual training sessions. These documents are also available upon request from the Compliance Officer.

D. Investigations and Corrective Action

Community Home Health Care will take any necessary action to respond appropriately to any substantiated offense and to prevent any further offenses, including but not limited to terminating workers or contractors. Offenses will be evaluated for voluntary self-disclosure under applicable laws, and when warranted, they will be referred to federal and state authorities. Community Home Health Care will cooperate with government officials investigating or prosecuting any individual referred by Community Home Health Care.

All instances of retaliation, retribution or harassment against Personal Assistants reporting a compliance issue will be brought to the attention of the Compliance Officer who will, in conjunction with Legal and Human Resources, investigate and determine the appropriate corrective action, if any.

If a Personal Assistant reports a concern regarding his or her own inappropriate or inadequate actions, reporting those concerns does not exempt him or her from the consequences of those

actions. Prompt and forthright disclosure of an error by a Personal Assistant, even if the error constitutes inappropriate or inadequate performance, will be considered a positive constructive action by the Personal Assistant.

Compliance with and the promotion of the Standards of Conduct will be a factor in evaluating the performance of Personal Assistants. Following the Standards of Conduct is not hard to do. Personal Assistants should not be apprehensive or frightened.

Personal Assistants may stop by in person and speak to the Compliance Officer located 49 N. Airmont Road, Montebello, NY 10901 or call Boruch Kaller, at (845) 205-9440.

FACT-FINDING AND ISSUE RESOLUTION ("FAIR") PROGRAM AND ARBITRATION PROVISION (PA)

The Fiscal Intermediary values each Personal Assistant and looks forward to good relations with and among all of its Personal Assistants. Occasionally, however, disagreements may arise between you and the Fiscal Intermediary or between Personal Assistants in a context that involves the Fiscal Intermediary. We believe that the resolution of such disagreements will be best accomplished by internal dispute resolution and, where that fails, by binding arbitration that is conducted by an arbitrator. To facilitate expeditious and impartial resolution of any such disagreements that may arise as a result of Your provision of services to the Consumer and/or Your enrollment with Community Home Health Care to process Your pay, the Fiscal Intermediary has adopted this Fact-finding and Issue Resolution Program (the "FAIR Program").

The FAIR Program is an essential element of your provision of services to the Consumer and/or continued provision of services, and it constitutes a binding agreement between you and the Fiscal Intermediary. You indicate your agreement to be bound by the FAIR Program's terms and conditions by signing your name at the end of this handbook and beginning or continuing your provision of services after receiving the handbook ("Effective Date").

The FAIR Program will cover any Claim between You and the Fiscal Intermediary (as these terms are defined below) that is asserted after the Effective Date, regardless of whether any such Claim arose before or after the Effective Date, and regardless of whether such Claim was initially raised before the Effective Date. The FAIR Program also applies to Claims made after your relationship with the Fiscal Intermediary ends.

For purposes of the FAIR Program, "the Fiscal Intermediary" means Community Home Health Care, each of its subsidiaries, affiliates, and successor entities, as well each of their partners, officers, directors, owners, principals, members, agents, Personal Assistants and employees against whom a Claim is asserted in connection with their duties for or in relation to the Fiscal Intermediary.

"You" and *"Your"* refers to you, the Personal Assistant, and any other person who may assert your rights.

"Claim" means any claim, cause of action, controversy, or other dispute between the Fiscal Intermediary and You that arises out of, relates to, or is in connection with (1) Your enrollment with the Fiscal Intermediary for provision of PA services, (2) Your disengagement from the Fiscal Intermediary, or (3) Your termination of employment with a Consumer who is enrolled with the Fiscal Intermediary, and where that Claim is based on a legally protected right that could otherwise be resolved by a court, excluding only the disputes listed under "Are any Claims not Covered by the FAIR Program" below. "Claim" includes any disputes about Your enrollment in the Fiscal Intermediary's PA, termination of enrollment in the PA, wages or compensation, discipline, leaves of absence, accommodations, and workplace treatment as well as the Fiscal Intermediary's policies and practices (including any pattern, practice, act, or omissions) relating to such matters, including, without limitation, any Claim that may arise under the following laws: (1) Title VII of the Civil Rights Act of 1964, (2) Civil Rights Act of 1991, (3) Age Discrimination in Employment Act of 1967, (4) Americans with Disabilities Act of 1990, (5) The Fair Labor Standards Act of 1938 or

any state wage and hour laws, such as the New York Labor Law, (6) New York Public Health Law Section 3614- c, also known as the Wage Parity Law, (7) Rehabilitation Act of 1973, (8) Older Workers Benefit Protection Act, (9) Family and Medical Leave Act of 1993, (10) Occupational Safety and Health Act of 1970, (11) Worker Adjustment and Retraining Notification Act of 1988, (12) any state or local anti-discrimination, anti- retaliation, or whistleblower laws (including, without limitation, the New York State Human Rights Law and the New York State Whistleblower Law), (13) any other federal, state, or local statute, regulation, or common-law doctrine regarding employment, employment discrimination, harassment, terms and conditions of employment, termination of employment, compensation, breach of contract, or defamation, and (14) disputes about the validity, enforceability, coverage or scope of the FAIR Program or any part thereof. "Claim" means not only initial claims but also counterclaims, cross-claims and third-party claims, regardless of whether such claims seek legal, equitable, or declaratory relief. A legally protected right means any right that is guaranteed to You or protected for You by statute, regulation, ordinance, constitution, contract, common law, or other law.

Are any Claims not Covered by the FAIR Program? Yes. The term "Claim" does not include any claim, controversy, or other dispute between the Fiscal Intermediary and You: (a) for injunctive or equitable relief for breach of a restrictive covenant (e.g., non-competition covenant, non-solicitation covenant, anti-raiding covenant), unauthorized use or disclosure of confidential information or trade secrets, or similar unfair competition; (b) for workers' compensation benefits (except for claims of interference or retaliation under the workers' compensation law); (c) for unemployment compensation benefits; (d) for employee welfare or retirement benefits governed by the Employee Retirement Income Security Act ("ERISA") (except for claims for interference or retaliation under ERISA); (e) for unfair labor practice charges under the National Labor Relations Act ("NLRA"); or (f) any other claims for which mandatory arbitration is not permitted by applicable law.

The FAIR Program also does not prevent You from filing a charge, testifying, assisting, or otherwise participating in any investigation or proceeding conducted by the equal employment opportunity commission, or another government FI to the extent You have a protected right to do so. Notwithstanding Your rights under this subsection, You agree that, to the maximum extent permitted by law, You may recover monetary relief with respect to a Claim only through the FAIR Program.

Further, the FAIR Program does not require the Fiscal Intermediary to begin arbitration proceedings or initiate any other procedure before taking any action regarding your relationship or affiliation with the Fiscal Intermediary with which you might disagree, such as coaching, counseling, warning, reprimand, suspension, investigation, discipline, demotion, changing your days or hours of work, or termination.

Can A Claim Be Resolved in Court? No. Under the FAIR Program, You and the Fiscal Intermediary each waive your respective rights to have a Claim decided by a court, judge, jury and, where permitted by law, an administrative FI. Instead, You and the Fiscal Intermediary agree that arbitration under the FAIR Program is the sole and exclusive method for resolving Claims. If either You or the Fiscal Intermediary files an action in court or another forum not contemplated by the FAIR Program asserting one or more Claims and the other party successfully stays such action and/or compels arbitration of such Claim, the arbitrator may assess reasonable costs and

expenses, including an award of reasonable attorneys' fees, incurred in seeking such stay and/or order compelling arbitration against the party that filed the action in court or such other forum.

How Should You Raise a Claim Under the FAIR Program? If You believe You have a Claim against the Fiscal Intermediary, you should first give the Fiscal Intermediary a chance to investigate and resolve the Claim before You file a demand for arbitration (the arbitration process is explained further below). You do not need to use any specific form to submit a Claim. Simply write a letter explaining Your Claim and the relief sought and submit the Claim statement to the Human Resources Manager. As part of this process, an Fiscal Intermediary representative might meet with You to discuss Your complaint. Or, depending on the nature of the Claim, the Fiscal Intermediary will investigate the Claim on its own, such as by reviewing its records. If You do not receive a response, or a satisfactory response from the Fiscal Intermediary within 30 days, you must follow the arbitration procedure set forth below if You wish to pursue the Claim.

How Much Time do You Have to File a Claim? An arbitration proceeding under the FAIR Program must be commenced within the time period prescribed by the statute of limitations applicable to the Claim being asserted. For purposes of statute of limitations, an arbitration proceeding is deemed commenced when a demand for arbitration is filed with the American Arbitration Association ("AAA"). Filing an internal Claim under the FAIR Program will not extend the time period within which You must file a demand for arbitration.

How does the arbitration process begin? To start the arbitration process, the party wishing to file a Claim must file a written demand in accordance with the rules of the AAA for starting the arbitration process. More information about the AAA may be obtained at www.adr.org or by calling 1.800.778.7879.

How is the arbitrator selected? Arbitrators will be selected by the parties in accordance with the AAA's Employment Arbitration Rules and Mediation Procedures. The arbitrator must be a licensed attorney or retired judge selected from the AAA's regional Employment Dispute Resolution Roster, or an equivalent list if such list is unavailable. Unless the parties agree otherwise, the arbitrator must be a retired or former judge or a lawyer who has at least 5 years of experience with employment-related claims. No person may serve as an arbitrator unless that person has confirmed in writing that he or she is bound by and will adhere to the requirements of the FAIR Program.

Can an attorney represent You? Yes. Any party may be represented by an attorney. But legal representation is not required, and You may represent yourself. If You need assistance finding an attorney, there may be resources available to you, such as the American Bar Association (www.americanbar.org and 800-285-2221 or 202-662-1000) or the Legal Aid Society (www.legal-aide.org or 212-577-3300 or 718-722-3100).

When and where will Arbitration take place? The arbitration will be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of evidence and arguments of the parties. The arbitrator will set the time, date, and place of the hearing, notice of which must be given to the parties at least 30 calendar days in advance, unless the parties agree otherwise. In the event the hearing cannot be reasonably completed in one day, the arbitrator will schedule the hearing to be continued on a mutually convenient date. Any arbitration hearing will take place

within Rockland County, New York, but the parties may agree to schedule the arbitration at any other place that is mutually convenient for the parties. Consent to changing the place of the arbitration will not be unreasonably withheld.

What law applies to the Arbitration? Arbitration under the FAIR Program will be conducted pursuant to the AAA's Employment Arbitration Rules and Mediation Procedures. If there is any conflict between the FAIR Program and the AAA rules and procedures, the FAIR Program terms will govern unless application of such terms would cause the AAA to decline to provide its services, in which case the AAA rules and procedures will govern (except that under no circumstance will an arbitrator have the authority to hear or decide any Claim on a class, collective, or other group or representative basis). The arbitrator must apply the substantive law, including the applicable burdens of proof and persuasion that would be applied by a court hearing the Claim in the venue of the arbitration. The arbitrator may grant relief that could be granted by a court hearing the Claim but will not have any authority to grant any other relief.

Can Claims be heard or decided on a class, representative, or collective basis? No. Notwithstanding anything to the contrary: (a) no arbitrator is permitted to hear or decide any Claim on a class, collective, or other group or representative basis; (b) all Claims between You and the Fiscal Intermediary must be decided individually; and (c) the AAA's Supplementary Rules for Class Action Arbitration (and any similar rules) will not have any applicability to any Claim. This means that if You have a Claim, neither You nor the Fiscal Intermediary will have the right, with respect to that Claim, to do any of the following in court or before an arbitrator: (a) pursue or obtain any relief from a class, collective, or other group or representative action; (b) act as a private attorney general; or (c) join or consolidate a Claim with the Claim of any other person. Thus, the arbitrator shall have no authority or jurisdiction to process, conduct, or rule upon any class, collective, private attorney general, or other representative or group proceeding under any circumstances. If there is more than one Claim between You and the Fiscal Intermediary, those Claims may be heard in a single arbitration hearing.

Who pays for the arbitration? The party claiming to be aggrieved is responsible for paying the applicable filing fee in effect and established by the AAA at the time the demand for arbitration is made. If You file the demand for arbitration and cannot obtain a waiver of the filing fee, You can ask the Fiscal Intermediary to bear such costs. The Fiscal Intermediary will review every such request in good faith and consider whether to cover all or part of such filing fee. The parties will equally share the arbitrator's fees and other costs of the arbitration. However, if sharing equally in the cost of the arbitrator's fees would cause you financial hardship, You can ask the Fiscal Intermediary to pay, in full, the arbitrator's fees and other costs. The Fiscal Intermediary will pay all of the arbitrator's costs and fees as necessary to implement this FAIR Program. Each party will be responsible for its own attorneys' fees and costs, but the arbitrator may award either party reasonable attorneys' fees and costs, to the extent a court hearing such Claim could award attorneys' fees under applicable law.

Will there be discovery or depositions? Except as modified by the FAIR Program, all discovery will be governed by the AAA rules.

Can You have witnesses testify at the arbitration? Yes. At the hearing, the parties will have the right to present proof through testimony and documentary evidence, and to cross-examine

witnesses who testify at the hearing. The arbitrator will require all witnesses to testify under oath. The parties must exchange witness lists at least ten (10) calendar days prior to any hearing. A party may not present a witness at a hearing if the name of that witness was not provided to the opposing party at least 10 calendar days prior to the hearing. The arbitrator will have the authority to sequester witnesses, other than a party and the party's representative(s), from the hearing during the testimony of any other witness. The arbitrator(s) will also have the authority to decide whether any person who is not a witness may attend the hearing.

Can the arbitrator determine a Claim before the arbitration hearing? Yes. Upon a party's motion and after giving due opportunity to the parties to present their positions, the arbitrator may grant or dismiss a Claim, or a portion thereof, if the arbitrator determines, in accordance with the standards that would be applied by a court hearing the Claim, that all or part of a party's Claim fails to state a legal claim or that there is no genuine issue of material fact as to all or part of a party's Claim. The moving party must file all motions with the arbitrator at a date set by the arbitrator. Parties may file such motions before or after discovery is complete. But no such motion may be filed 20 days before the arbitration hearing is scheduled to begin.

What if someone does not show up to the hearing? The arbitrator will have the discretion to allow a hearing to proceed in the absence of any party or representative who, after due notice, fails to be present or obtain a postponement. An award, however, shall not be made solely on the default of a party; instead, the arbitrator shall require the party who is present to submit such evidence as may be required for the making of the award.

Can there be split hearings? The hearing cannot be bifurcated, which means that the same arbitrator must hear the evidence and render a judgment on the damages, if any, in one hearing.

Is arbitration confidential? Yes. You and the Fiscal Intermediary agree that all aspects of any arbitration, including any award and opinion issued, will be strictly confidential. Neither You, the Fiscal Intermediary, nor our respective attorneys in the arbitration proceeding will reveal or disclose any information regarding the arbitration proceeding to any other person, except that disclosure may be made to Your spouse, tax advisor, or attorney (each of whom You must ensure agrees to keep such information confidential), by the Fiscal Intermediary to its agents and employees, to comply with a valid court order, subpoena, or other direction by a court, to a relevant governmental entity to the extent You have a protected right to make such disclosure, or as otherwise required by law. If disclosure is compelled, You and the Fiscal Intermediary agree to notify each other as soon as notice of such compelled disclosure is received and before disclosure takes place. This confidentiality obligation does not apply to disclosures necessitated by a later proceeding between the parties.

What will the arbitrator's award say? The arbitrator must render a written award and opinion in the form typically rendered by employment arbitrators. Unless the parties agree otherwise, the arbitrator must issue his or her award within sixty (60) days from the date the arbitration hearing concludes or post-hearing briefs (if requested) are received, whichever is later. The arbitrator's award must set forth the factual and legal basis for the award, including his or her detailed legal reasoning, and contain a summary of the facts, the issues, the governing law applied, and the relief requested and awarded. It should also identify any other issues resolved and the disposition of any statutory claims. Disposition of any request for attorneys' fees must be addressed in the award.

The arbitrator's award will be final and binding on the parties. Judgment on any award may be entered and enforced in any court of competent jurisdiction.

How Long Does the FAIR Program Apply to You? The FAIR Program will remain in effect and survive the cessation of Your relationship or affiliation with the Fiscal Intermediary, regardless of the reason for such cessation.

Choice of Law. Arbitration proceedings under the FAIR Program shall comply with and be governed by the provisions of the Federal Arbitration Act ("FAA") and not by any state law concerning arbitration. The parties acknowledge and agree that the FAIR Program evidences a transaction involving interstate commerce.

Severability. If any part or provision the FAIR Program or this agreement is held to be invalid, illegal, or unenforceable, such holding will not affect the legality, validity, or enforceability of the remaining parts and each provision of the FAIR Program will be valid, legal, and enforceable to the fullest extent permitted by law. However, in the event the provision prohibiting class, collective, or representative actions is found to be unlawful or unenforceable, then the entire FAIR Program will be considered null and void.

Notices. Any notice required to be given to You will be directed to Your last known address as reflected in the records of the Fiscal Intermediary. Any notice You or your representative are required to give to the Fiscal Intermediary under this FAIR Program will be directed to 49 North Airmont Rd Montebello, NY 10901 with a copy sent by e-mail to ebruckman@prioritycareny.com. Any notice provided to the Fiscal Intermediary under this FAIR Program will only be deemed received when it is received by email.

Amendment. The Fiscal Intermediary reserves the right to amend or terminate the FAIR Program. Such amendments may be made by providing notice to You in writing of such amendment or termination. Any amendments will be prospective only. Your continuation of services after receiving notice of any amendment to or termination of the FAIR Program will be deemed agreement to such amendment or termination.

Waiver. No waiver may be granted by either party, except in writing. No waiver of any provision of the FAIR Program will constitute a waiver of any other provision of the FAIR Program (whether or not similar), nor will such waiver constitute a continuing waiver unless otherwise expressly provided in such writing.

By signing the agreement at the end of this Handbook, you confirm that You have read and understand the terms and conditions of the FAIR Program, which require You to submit all Claims to binding arbitration on an individual basis. No provision of any other document You may receive from the Fiscal Intermediary will be construed as a waiver of the provision prohibiting class, collective, or representative actions.

FAMILY MEDICAL LEAVE ACT (FMLA) & NEW YORK PAID FAMILY LEAVE (NYPFL) POLICY

The Company, on behalf of the Consumer, provides leave according to the (i) Family and Medical Leave Act of 1993 (FMLA) and (ii) New York Paid Family Leave (NYPFL) Law to covered Personal Assistants in certain circumstances and as more fully described in this policy.

Eligibility

To qualify for FMLA leave, you must: (1) have worked for at least one Consumer for whom the Company serves as a fiscal intermediary for at least 12 months; (2) have worked at least 1,250 hours in the last 12 months; and (3) be employed at a work site where the Company serves as a fiscal intermediary for 50 or more Personal Assistants within 75 miles. If you have any questions about your eligibility for FMLA leave, please contact the Human Resources Department.

To qualify for NYPFL, a New York Personal Assistant whose regular schedule is 20 or more hours per week must have worked for a Consumer for whom the Company serves as a fiscal intermediary for at least 26 consecutive weeks preceding the first full day leave begins. A New York Personal Assistant whose regular schedule is less than 20 hours per week must have worked in the employment of at least one Consumer for whom the Company serves as a fiscal intermediary for 175 days to qualify for NYPFL. If you have any questions about your eligibility for NYPFL, please contact the Human Resources Department.

Leave Entitlement

FMLA. You may take **up to 12 weeks** of **unpaid** FMLA leave in a 12-month period, which is measured using a "rolling" method that is measured backward from the date you use any FMLA leave, for any of the following reasons:

- the birth of a son or daughter and in order to care for such son or daughter (leave to be completed within one year of the child's birth);
- the placement of a son or daughter with you for adoption or foster care and in order to care for the newly placed son or daughter (leave to be completed within one year of the child's placement);
- to care for a spouse, son, daughter, or parent with a serious health condition;
- for your own serious health condition which renders you unable to perform any of the essential functions of your position; or
- a qualifying exigency of a spouse, son, daughter, or parent who is a military member on covered active duty or called to covered active-duty status (or has been notified of an impending call or order to covered active duty).

You may take **up to 26 weeks** of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, son, daughter, or next of kin who is a Covered Service member and who has a serious injury or illness related

to active-duty service, as defined by the FMLA's regulations (see Definitions section, Military Caregiver Leave subsection below).

NYPFL. You may take up to 12 weeks of NYPFL, for the reasons listed below, in a 52-consecutive week period. The 52-consecutive week period is measured using a "rolling" method that is measured backward from the date you use any NYPFL. NYPFL may be taken for the following reasons:

- To care for a spouse, domestic partner, child, stepchild, anyone for whom you have legal custody, parent (including stepparents and in-laws), grandparent, or grandchild with serious health condition;

- To bond with a child during the first 12 months after the child's birth or placement for adoption or foster care or to meet adoption or foster care obligations (leave to be completed within one year of the child's birth or placement); or

- To meet qualifying exigencies arising from the fact that your spouse, domestic partner, child, or parent is on active duty or "has been notified of an impending call to active duty" in the U.S. Armed Forces; or

- When you or your minor dependent child are under an order of quarantine or isolation due to COIVD-19.

Note that NYPFL is not available for the Personal Assistant's own serious health condition.

During NYPFL, paid benefits will be provided by the Company's NYPFL insurance carrier, at the level provided by law, which is currently 67% of the Personal Assistant's Average Weekly Wage, up to 67% of the NYS Average Weekly Wage. The NYS Average Weekly Wage is the average weekly wage paid across New York State during the previous calendar year and is determined and published by the New York State Department of Labor each year.

Pay under NYPFL is available from the first day of the leave (no waiting period). The insurance carrier, not the Company, is responsible for approving and paying benefits under the NYPFL Law. To receive such benefits, you will be required to file a claim with the carrier and to follow the carrier's requirements with respect to claim filing, certification, and supporting documentation (see NYPFL Claim and Certification Procedure section below).

If you are eligible for leave under both the FMLA and the NYPFL, your leaves under both of these laws will run concurrently to the maximum extent permitted by law.

Family Members Working for the Company

FMLA. Where eligible spouses both work for Consumer(s) for whom the Company serves as a fiscal intermediary, they will be limited to a ***combined*** total of 12 weeks of FMLA leave in a 12-month period for the birth/placement of and bonding with a child and the care of a parent with a serious health condition. The spouses will also be limited to a ***combined*** total of 26 weeks of FMLA leave in a 12-month period to care for a Covered Servicemember with a serious injury or illness (see Definitions section, Military Caregiver Leave subsection below).

NYPFL. The Company will not permit more than one Personal Assistant to take NYPFL at the same time to care for the same family member (e.g., where both spouses or other qualifying relatives work for Consumer(s) for whom the Company serves as a fiscal intermediary).

Definitions

Serious Health Condition – FMLA. For FMLA purposes, "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves: (a) inpatient care; or (b) continuing treatment by a health care provider."

- Inpatient care means an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity, as defined by the law, or any subsequent treatment in connection with such inpatient care.

- A serious health condition involving continuing treatment by a health care provider requires any one or more of the following:

    1. A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves: (a) treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, a nurse under direct supervision of a health care provider, or a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or (b) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider;
    2. Any period of incapacity due to pregnancy or for prenatal care;
    3. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
    4. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective; and
    5. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or a provider of health care services under orders of, or on referral by, a health care provider.

Serious Health Condition – NYPFL. For NYPFL purposes, "serious health condition" means 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.

- A serious health condition involving continuing treatment or continuing supervision by a health care provider requires any one or more of the following:

    1. More than 3 consecutive full days of inability to work, attend school, perform regular activities, or other incapacity due to a condition, plus any subsequent treatment or period of incapacity that involves treatment two or more times, or treatment at least once that results in a regimen of continuing treatment under the supervision of a health care provider.
    2. Any period of inability to work, attend school, perform regular activities, or other incapacity due to a chronic serious health condition that requires periodic visits for treatment by a health care provider, continues over an extended period of time (including recurring episodes of an underlying condition), and may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy).
    3. A long-term or permanent period of inability to work, attend school, perform regular activities, or other incapacity due to a condition for which treatment may not be effective (e.g., Alzheimer's, severe stroke, or terminal disease). The family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.
    4. A period of inability to work, attend school, perform regular activities, or other incapacity due to treatment (including any period of recovery therefrom) by a health care provider for restorative surgery, or for a condition that would likely result in more than 3 consecutive full days of incapacity without treatment (e.g., cancer, severe arthritis, kidney disease).

Qualifying Exigency. For purposes of both FMLA and NYPFL, "qualifying exigency" means a situation arising out of the fact that the Personal Assistant's spouse, child, or parent is a military member in the United States Armed Forces, Reserves, or National Guard on covered active duty or who has been notified of an impending call or order to covered active-duty status ("Military Member").

"Covered active duty," for members of the Regular Armed Forces, means duty during deployment of the Military Member with the Armed Forces to a foreign country. "Covered active duty," for members of National Guard or Reserves, means duty during the deployment of the Military Member with the Armed Forces to a foreign country under a call or order to active duty in support of a "contingency operation," as defined by law.

A "qualifying exigency" exists where one of the following events occurs:

1. *Short-notice deployment*. To address any issue that arises from the fact that the Military Member is notified of an impending call or order to covered active duty, for a period of seven (7) or less calendar days from the date of notification;

2. *Military events and related activities*. To attend any official ceremony, program, or event sponsored by the military that is related to the covered active duty or call to covered active-duty status of the Military Member, or family support or assistance programs and informational briefings sponsored or promoted by the military,

military service organizations, or the American Red Cross that are related to the covered active duty or call to covered active duty status of the Military Member;

3. *Childcare and school activities*. To attend to certain childcare and school activities that are necessitated by the Military Member's active duty or call to active-duty status, such as: (i) arranging for alternative childcare; (ii) providing childcare on an urgent, immediate need basis (but not on a routine, regular, or everyday basis); (iii) enrolling in or transferring to a new school or daycare facility; and (iv) attending meetings with staff at a school or daycare facility;
4. *Financial and legal arrangements*. To make or update financial and legal arrangements to address the Military Member's absence while on covered active duty or call to covered active duty status;
5. *Counseling*. To attend counseling provided by someone other than a health care provider, for oneself, for the Military Member, or for the biological, adopted, or foster child, a stepchild, or a legal ward of the Military Member, or a child for whom the Military Member stands in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence, provided that the need for counseling arises from the covered active duty or call to covered active duty status of the Military Member;
6. *Rest and recuperation*. To spend time with a Military Member who is on short-term, temporary, rest and recuperation leave during deployment for up to fifteen (15) calendar days;
7. *Post-deployment activities*. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of the Military Member's covered active-duty status; and to address issues that arise from the death of a Military Member while on covered active duty status;
8. *Parental care*. To provide certain care to a Military Member's parent who is incapable of self-care, and where each instance of the care provided is necessitated by the Military Member's covered active duty. Covered activities provided to the parent of a Military Member under this provision include: (1) arranging for alternative care for a parent of the Military Member; (2) providing care for a parent of the Military Member on an urgent, immediate need basis; (3) admitting or transferring the parent of a Military Member to a care facility; and (4) attending meetings with staff at a care facility where the parent of a Military Member resides or stays; or
9. *Additional activities*. To address other events which arise out of the Military Member's covered active duty or call to covered active-duty status, provided that Military Member and Personal Assistant agree that such leave shall qualify as an exigency, and both agree to the timing and duration of such leave.

FMLA Military Caregiver Leave. For purposes of Military Caregiver Leave under the FMLA, "Covered Servicemember" means:

- A current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is

otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness ("Current Servicemember");" or

- A veteran who: (1) is undergoing medical treatment, recuperation, or therapy for a serious injury or illness; (2) was a member of the Armed Forces (including a member of the National Guard or Reserves); (3) was discharged within the five-year period before the eligible Personal Assistant first takes FMLA leave to care for him or her; and (4) was discharged or released from the Armed Forces under conditions other than dishonorable ("Covered Veteran"). An eligible Personal Assistant must commence leave to care for a Covered Veteran within five years of the Covered Veteran's active-duty service.

For purposes of Military Caregiver Leave under the FMLA "serious injury or illness" means:

- In the case of a Current Servicemember, an injury or illness that was incurred by him or her in the line of duty on active duty in the Armed Forces (or that existed before the beginning of his or her active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the Covered Servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating; and

- In the case of a Covered Veteran, an injury or illness that was incurred or aggravated by him or her in the line of duty, while on active duty in the Armed Forces, and which manifested itself before or after he or she became a veteran, and is:

    5. A continuation of a serious injury or illness that was incurred or aggravated when the Covered Veteran was a member of the Armed Forces and rendered him or her unable to perform the duties of his or her office, grade, rank, or rating;

    6. A physical or mental condition for which the Covered Veteran has received a VA Service-Related Disability Rating ("VASRD") of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for leave;

    7. A physical or mental condition that substantially impairs the Covered Veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment; or

    8. An injury, including a psychological injury, on the basis of which the Covered Veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Important limitation: If a Personal Assistant does not take all of his or her 26 workweeks of leave entitlement to care for a Covered Servicemember during the 12-month period, the remaining part of his or her 26 workweeks of leave is forfeited.

Maximum duration of leave in any 12-month period: The Military Caregiver Leave is applied on a per-Covered-Servicemember, per-injury, basis such that a Personal Assistant may be entitled to take more than one period of 26 workweeks of leave if the leave is to care for different Covered Servicemembers or to care for the same

Covered Servicemember with a subsequent serious injury or illness, except that no more than 26 workweeks of leave my be taken within any single 12-month period.

"Next of kin": A Personal Assistant is "next of kin" of a Covered Servicemember if he or she is the nearest blood relative of the Covered Servicemember (other than the Covered Servicemember's spouse, parent, or child). Unless the Covered Servicemember has specifically designated in writing a particular blood relative as his or her nearest blood relative for the purposes of the Military Caregiver Leave, the following is the order of Community used to identify the nearest blood relatives of the Covered Servicemember: (a) blood relatives who have been granted legal custody of the Covered Servicemember; (b) siblings; (c) grandparents; (d) aunts and uncles; and (e) first cousins. When no such designation is made, and there are multiple family members with the same level of relationship to the Covered Servicemember, all such family members shall be considered the Covered Servicemember's next of kin and may take FMLA leave to provide care to the Covered Servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the Covered Servicemember's only next of kin.

Intermittent and Reduced Schedule Leave

FMLA. If medically necessary, FMLA leave occasioned by a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). Medically necessary means that there must be a medical need for the leave and the leave can best be accomplished through an intermittent schedule. FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

If FMLA leave taken intermittently is unpaid, the Company, on behalf of the Consumer, will reduce the Personal Assistant's salary based on the amount of time actually worked. In addition, while a Personal Assistant is on an intermittent or reduced schedule leave, the Company may temporarily transfer him or her to an available alternative position that better accommodates his or her leave schedule and has equivalent pay and benefits on behalf of the Consumer.

When intermittent FMLA leave is needed to care for an immediate family member or the Personal Assistant's own illness, and is for planned medical treatment, the Personal Assistant must attempt to schedule treatment so as to minimize disruption to the Company's operations. Personal Assistants should consult with the Consumer and Company prior to scheduling the treatment in order to arrange a schedule that best suits the needs of the Personal Assistant and the Consumer.

NYPFL. Eligible Personal Assistants may take NYPFL intermittently in no less than daily increments. The maximum number of days of NYPFL available to a Personal Assistant is calculated based on the average number of days the Personal Assistant works per week. For example, a worker with a schedule of 5+ days per week can take up to the then-applicable maximum weeks of leave multiplied by 5 days (the maximum is 12 weeks, so the worker would

be eligible for up to 60 days of leave in a 52-week period). For a Personal Assistant who works 3 days per week (60% of the work week) can receive only 60% of the then-applicable maximum leave (this would be 60% of 60 days, so the Personal Assistant would be eligible for up to 36 days of leave in a 52-week period).

Concurrent Leave. Where FMLA and NYPFL run concurrently, intermittent leave will be immediately deducted from the Personal Assistant's FMLA entitlement. Because intermittent NYPFL is measured in daily increments, intermittent leave will be deducted from the Personal Assistant's NYPFL entitlement each time the hours taken under FMLA add up to the number of hours in a Personal Assistant's usual work day.

NYPFL Contributions and Waivers

Consistent with the NYPFL Law, the Company, on behalf of the Consumer, will fund the NYPFL insurance policy through deductions from the pay of all Personal Assistants, except those who have filed valid waivers in accordance with this policy. The Company, on behalf of the Consumer, will make the maximum deductions permitted by law.

Personal Assistants whose regular schedule is 20 or more hours per week but who will not work 26 consecutive weeks, and Personal Assistants whose regular schedule is less than 20 hours per week and who will not work 175 days in a 52-consecutive-week period, may file a waiver of NYPFL benefits. Upon filing a waiver, the Personal Assistant will be exempt from making contributions to NYPFL and thus will not be subject to payroll deductions. However, the Personal Assistant will be ineligible for NYPFL benefits.

If the work schedule of a Personal Assistant who has filed a waiver changes so that he or she will work 26 consecutive weeks, or 175 days in a 52-consecutive-week period, the waiver will be automatically revoked within 8 weeks of the change. The Personal Assistant will then be obligated to make contributions, including any retroactive amounts due from date of hire.

Application for FMLA Leave and/or NYPFL

To take FMLA leave or NYPFL, a Personal Assistant must provide the Company with advance notice of the need for leave as follows:

- Foreseeable Leave. Where the need for leave is foreseeable (e.g., planned medical treatment, expected birth or placement of a child, planned medical treatment for a serious injury or illness of a family member, etc.), a Personal Assistant must provide the Company with at least 30 days advance notice of the need for leave.
    - If 30 days advance notice is not possible (e.g., because of lack of knowledge of approximately when the leave will be required to begin, a change in circumstances, or a medical emergency), the Personal Assistant must at least provide notice as soon as practicable under the circumstances. Normally, it should be practicable for the Personal Assistant to provide notice of the need for leave either the same day he or she becomes aware of a qualifying event or the next business day.
    - Whether FMLA leave is to be continuous or is to be taken intermittently or on a reduced schedule basis, notice need only be given one time, but the Personal Assistant shall advise the Company as soon as practicable if dates of scheduled leave change or are extended or were initially unknown. To qualify for NYPFL, Personal Assistants must provide the Company with notice as soon as practicable before each day of intermittent leave.
    - Unforeseeable Leave. When the approximate timing of the qualifying event and the need for leave is not foreseeable, the Personal Assistant must provide notice as soon as practicable under the facts and circumstances of the qualifying event. Absent unusual circumstances, it generally should be practicable for the Personal Assistant to provide notice 2 hours before a scheduled shift as required by the Company's **policy. *it should generally be practicable for the Personal Assistant to provide notice within two business days after learning of the need for leave*.**
    - A Personal Assistant who fails to provide advance notice in compliance with these policies must explain to the Company why he or she was unable to do so. Absent unusual circumstances, a Personal Assistant's failure to follow these policies will result in FMLA leave and/or NYPFL being denied or delayed.
    - The notice rules apply to each day of intermittent leave under the NYPFL.

If a Personal Assistant is planning a medical treatment or a series of treatments under FMLA or NYPFL or is taking Military Caregiver Leave under the FMLA, he or she must consult with the Company first regarding the dates of such treatment to work out a schedule that best suits the needs of both the Personal Assistant or the Covered Military Member, if applicable, and the Consumer.

Applications for leave under FMLA and/or NYPFL should be submitted in writing to the Benefits Administrator. Application forms are available in the Human Resources Department. In addition, Personal Assistants seeking NYPFL will be required to file a claim with the Company's NYPFL insurance carrier (see NYPFL Claim and Certification Procedure section, below).

Failure to provide proper notice of your need for FMLA leave and/or NYPFL may result in the denial or delay of protected leave, depending on the particular facts and circumstances.

FMLA Certification Procedure

If a Personal Assistant is requesting FMLA leave because of his or her own or a covered relation's serious health condition, the Personal Assistant and the relevant health care provider must supply appropriate medical certification. Personal Assistants may obtain Medical Certification forms from the Human Resources Department. When a Personal Assistant requests leave, the Company will notify him or her of the requirement for medical certification and when it is due (at least 15 days after leave is requested). If the Personal Assistant provides at least 30 days' notice of medical leave, he or she should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

The Company, at its expense, may require an examination by a second health care provider designated by the Company. If the second health care provider's opinion conflicts with the original medical certification, the Company, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The Company may require subsequent medical recertification. Failure to provide requested certification within the required timeframe may result in delay of further leave until it is provided.

The Company also reserves the right to require certification from a covered military member's health care provider if a Personal Assistant is requesting military caregiver leave and certification in connection with military exigency leave.

NYPFL Claim and Certification Procedure

To obtain NYPFL benefits, you must file a claim with the Company's NYPFL insurance carrier on the carrier's prescribed form(s). The Personal Assistant will also be required to provide the NYPFL insurance carrier with sufficient certification of the need for leave and supporting documentation as provided by the NYPFL Law, the relevant insurance policy, and the carrier's own requirements. For example, the Personal Assistant may be required to provide:

- Certification from a health care provider regarding the serious health condition for which the Personal Assistant needs leave;
- Documentation such as a birth certificate establishing the birth of a child;
- Documentation such as court documents or placement letters establishing that the Personal Assistant is in the process of adopting or has adopted a child or is fostering a child; or
- Certification of military exigencies and supporting military orders.

When you inform the Company of the need for NYPFL, the Company will provide you with a copy of the relevant claim form(s) and complete any employer portion(s). You can also obtain and file the claim form(s) directly through our NYPFL insurance carrier, **Standard Security, via**

phone: 800-477-0087, website: sslicny.com. Contact the carrier if you have any questions about the forms and documents you must submit in support of your claim for benefits.

Reporting While on Leave

While you are on NYPFL, you should notify the Company and/or the NYPFL insurance carrier as soon as practicable (within two business days, if feasible) if there is any change in your circumstances or if your dates of leave change or were initially unknown and become known or estimated.

Conditions of FMLA Leave and NYPFL

The following conditions apply to leave taken under FMLA and/or NYPFL pursuant to this policy, except where otherwise required by applicable law:

- A Personal Assistant taking an approved leave of absence may not engage in other work or employment during the leave of absence. If a Personal Assistant engages in other work or employment during the leave of absence, the Personal Assistant will be considered to have violated the terms of the leave of absence, and to have voluntarily terminated his or her employment.

- A Personal Assistant on approved leave who fails to return to work at the end of his or her leave will be required to reimburse the Company for all health insurance premium payments expended by the Company on the Personal Assistant's behalf during the leave, unless the reason the Personal Assistant does not return to work is due to: (a) the continuation, recurrence, or onset of a serious health condition of the Personal Assistant or the Personal Assistant's spouse, son, daughter, or parent; (b) the serious injury or illness of a spouse, son, daughter, or parent, or next of kin, who is a Covered Servicemember; or (c) other circumstances beyond the Personal Assistant's control.

- Personal Assistants will not receive holiday pay during leave except as required by applicable law.

- A Personal Assistant may be subject to termination during a leave for reasons including but not limited to falsification of reason for or status of the circumstances surrounding the leave of absence.

- If business conditions require a reduction in force, Personal Assistants on an approved leave of absence will be considered for lay-off and treated in the same manner as active Personal Assistants.

Personal Assistant Compensation and Benefits during FMLA and/or NYPFL

Compensation during FMLA. As noted above, FMLA leave is unpaid. However:

- Nothing in this policy prevents a Personal Assistant from applying for worker's compensation or NYS Disability benefits. Leave which is covered by workers' compensation or disability benefits will be designated as FMLA leave to the maximum extent permitted by law.

- Personal Assistants not receiving workers' compensation, disability (including NYS short term disability), or NYPFL benefits will be required to use their accrued PTO and sick hours during FMLA leave, and such leaves will run concurrently with the Personal Assistant's FMLA leave. Personal Assistants will also be required to use any accrued PTO and sick hours during any waiting periods for disability benefits or workers' compensation benefits.

Compensation during NYPFL. As noted above, NYPFL is paid by the Company's NYPFL insurance carrier in accordance with the insurance policy, the maximum benefits set forth in the law, and the carrier's own rules and procedures.

Where leave is taken under NYPFL, the Personal Assistant may but is not required to use accrued PTO or sick hours during the leave. Use of accrued PTO or sick hours will allow the Personal Assistant to receive full pay during the leave until paid time off is exhausted.

Where a Personal Assistant is paid for accrued PTO or sick hours during NYPFL (whether concurrent with FMLA or not), the Company will be entitled to receive the NYPFL payment from the NYPFL carrier as reimbursement for the NYPFL portion of the amount paid to the Personal Assistant. In no event shall a Personal Assistant's use of accrued PTO or sick hours during NYPFL result in the Personal Assistant's receipt of more than 100% his or her average weekly wage.

Health Insurance during FMLA and/or NYPFL. To the extent required by law, the Company will maintain group health insurance benefits for Personal Assistants on FMLA leave and/or NYPFL on the same basis as coverage would have been provided if the Personal Assistant had been actively working during the leave period. Any share of group health plan premiums which had been paid by the Personal Assistant prior to leave must continue to be paid by the Personal Assistant during the leave period. Where the Personal Assistant is receiving pay directly from the Company on behalf of the Consumer (i.e., using sick, personal, or vacation time), deductions for group health insurance will continue to be made on the same basis as if the Personal Assistant was actively working. Where the Personal Assistant is not receiving pay from the Company on behalf of the Consumer, arrangements will be made for Personal Assistants to pay their share of the group health insurance premiums while on leave. If the Company pays the Personal Assistant's share of any premium payments, the Company reserves the right to recover the full value of those payments made in any manner permitted by law.

A Personal Assistant whose health insurance coverage is maintained pursuant to this policy during an approved FMLA and/or NYPFL leave will be subject to any changes in the Company's group health plan that occur while he or she is on leave (e.g., changes in coverage, premiums, deductibles).

If a Personal Assistant's premium payment is more than thirty (30) days late while the Personal Assistant is on FMLA leave and/or NYPFL, his or her group health insurance benefits may be terminated, and the Personal Assistant will be extended continuing coverage opportunities in accordance with COBRA. However, if coverage is terminated for this reason and the Personal Assistant returns to work from FMLA leave, the Personal Assistant's group health insurance benefits will be reinstated, to the same extent the Personal Assistant would have been entitled to those benefits had he or she not taken leave.

If a Personal Assistant gives unequivocal notice of his or her intent not to return to work, the Company's obligation to continue group health insurance benefits will cease, subject to COBRA.

Other Benefits. An approved FMLA leave and/or NYPFL pursuant to this policy will not result in the loss of any employment benefit that may have accrued before the date the leave of absence started. For all periods when a Personal Assistant uses accrued PTO or sick hours concurrently with FMLA or NYPFL, benefits that are accumulated on an accrual basis will continue to accrue to the extent they would have otherwise, and deductions for group health insurance will continue to be made on the same basis as if the Personal Assistant was not on leave. Personal Assistants will not accrue or receive any benefits (other than group health insurance benefits as noted above) for periods where FMLA and/or NYPFL is not run concurrently with use of the Personal Assistant's accrued PTO or sick hours.

Return from an Approved FMLA Leave and/or NYPFL

Unless the Personal Assistant's employment was or would have been terminated for reasons unrelated to the leave (e.g., reorganization, lay off, reduction in force, etc.), the Company, on behalf of the Consumer, will restore a Personal Assistant who returns from approved FMLA and/or NYPFL leave to the same position that the Personal Assistant held prior to the leave or to an equivalent position with substantially similar duties, conditions, responsibilities, privileges, and status as the original position, subject to the terms, limitations, and exceptions provided by law.

Before returning from an approved FMLA leave granted as a result of a Personal Assistant's own serious health condition, a Personal Assistant must present a written fitness-for-duty certification from his or her medical care provider. A Personal Assistant's failure to provide such certification at the time the Personal Assistant attempts to return to work may result in a delay or denial of job restoration.

Personal Assistants are expected to return to work when the FMLA leave and/or NYPFL ends, unless a Personal Assistant requests and is granted an extension of leave as an accommodation or pursuant to another Company policy. If a Personal Assistant does not return to work on the agreed upon date after expiration of FMLA leave and/or NYPFL, and an extension of leave was not granted to the Personal Assistant, the Personal Assistant will be considered to have voluntarily terminated his or her employment.

With respect to certain "highly paid" or "key" Personal Assistants, there may be specified and limited circumstances under which the Company may refuse to reinstate such individuals following FMLA leave. This determination will be made in accordance with applicable law.

Further Information

Personal Assistants wanting further information regarding this policy should consult with the Human Resources Department.

The Company will not interfere with, restrain, or deny a Personal Assistant the exercise of any right provided under the FMLA or discriminate against any person for opposing any practice made unlawful by the FMLA or for being involved in any proceeding under or relating to the FMLA. If a prohibited act has occurred, or the FMLA was not followed, a complaint may be filed with the United States department of labor, or a private action instituted.

The Company will not discriminate or retaliate against a Personal Assistant because he or she claimed NYPFL benefits, attempted to claim NYPFL benefits, or testified or is about to testify in a proceeding under the NYPFL Law.

This policy is intended to implement the FMLA or NYPFL and their accompanying regulations and local laws. To the extent this policy is inconsistent therewith, the law and regulations will govern. Further, to the extent any state or local law provides for additional leave benefits, the Company will comply with any such requirements.

NEW YORK CITY TEMPORARY SCHEDULE CHANGE LAW

Personal Assistants who have been employed for at least 120 days and worked at least 80 hours in NYC in a calendar year have the right to request two temporary schedule changes per calendar year for "personal events" pursuant to New York City's Temporary Schedule Change Law.

A temporary schedule change is permitted if the change relates to (a) the need for a caregiver to provide care to a minor child or care recipient; (b) the Personal Assistant's need to attend a legal proceeding or hearing for subsistence benefits to which the Personal Assistant, a family member or the Personal Assistant's care recipient is a party; or (c) any circumstance that would constitute a basis for permissible use of safe time or sick time. Personal Assistants are not required to use accrued sick/safe before requesting a temporary schedule change.

The types of schedule changes that Personal Assistant can request include: (a) a limited alteration in scheduled hours; (b) a temporary alteration to the location of work; (c) using paid time off; (d) permission to swap shifts with another Personal Assistant; and (e) permission to use short-term unpaid leave.

Eligible employees seeking a temporary schedule change must notify their Consumer as soon they become aware of the need for the change, must propose what temporary change they are seeking and set forth the basis for the need. If the request is consistent with what the Temporary Schedule Change Law requires, the Consumer will grant the request for up to one business day per request. Community , in its discretion, may permit the use of two business days for one request, in which case the Personal Assistant would not be entitled to another request in the same calendar year. If the initial request is oral, the Personal Assistant must follow up with a written request.

COMMUNITY HOME HEALTH CARE PA CONTACT INFORMATION

We are proud of our incredible customer service, and we want you to be able to reach us immediately. Should you have any issues, questions or concerns, please do not hesitate to call us. We will do anything we can to make sure you receive the proper assistance in a timely manner and upstanding fashion.

1. As soon as the Consumer or Designated Representative informs Community Home Health Care that you will be working for them, you will be assigned to an HR Representative who will guide you through the enrollment process.

2. As soon as all your paperwork is received by Community and your enrollment information is fully processed, you will receive a call from the Case Manager with the go-ahead to start working; you may NOT start working before you get this call. This will avoid a lot of complications, ensure a smooth beginning and ensure you get paid for hours worked.

3. On your first day of work, you will be assigned a Case Manager who will handle all your payroll and compliance needs.

4. If you have any payroll related issues, please contact your Case Manager. We will make sure all issues regarding payroll are handled the right way.

HANDBOOK ACKNOWLEDGEMENT

I acknowledge that I have received the **PA PROGRAM INFORMATION GUIDE & PERSONAL ASSISTANT HANDBOOK** ("Handbook") and have read and understand the terms and conditions discussed in the Handbook. I have had the opportunity to ask questions about the policies contained in the Handbook. As a condition of my employment, I agree to comply with all these rules and procedures, as stated in this Handbook, and any other policy that may be issued to me. I understand that the Company, and Consumer (as applicable), has the maximum discretion permitted by law to interpret, administer, change, modify or delete the rules, policies, and procedures contained in the Handbook at any time. I will be notified of any changes to the Handbook by the Company and my continued employment after receiving notice of any changes to the Handbook policies will be deemed consent and agreement to comply with the new or revised Handbook policies.

I expressly acknowledge that I have read the Fact-finding and Issue Resolution ("FAIR") Program terms and conditions, which requires me to submit any employment-related Claims to binding arbitration, and that I must pursue such arbitration on an individual basis. I understand that the FAIR Program constitutes a binding agreement between the Company and me to individually arbitrate any claim. Any changes to the FAIR Program will be issued to me in writing and, before being bound to any such changes in the FAIR Program, I will provide a signature on a written agreement evidencing my consent to the changes in the FAIR Program.

I understand that nothing in this Handbook alters the at-will nature of my employment, as stated in this Handbook.

I understand and acknowledge that I may be terminated by the Consumer for violating any rules or procedures in this Handbook.

_____

Personal Assistant Name (Printed)

_____

Personal Assistant Name (Signature)

_____

Date

RECEIPT OF POLICY PROHIBITING WORKPLACE HARASSMENT

I have received the Policy Prohibiting Workplace Harassment.

_____
Personal Assistant (Printed)

_____
Personal Assistant (Signature)

_____
Date

NOTICE AND RECEIPT OF CAREGIVERS EMPLOYED BY BOTH PROGRAMS

Community has both Personal Care Assistance (PCA) and Consumer Directed Personal Assistance (CDPAP) programs. A caregiver employed with PCA is referred to as a "PCA" and a caregiver enrolled with CDPAP is referred to as a "PA."
I acknowledge that any employment I may have had or will have with Community Home Care as a Personal Care Assistant (PCA) is unrelated to my work as a Personal Assistant (PA.) The rules and terms and conditions of employment applicable to me as a Personal Care Assistant do not apply to my work as Personal Assistant. The wages or benefits, including seniority, applicable to me as a Personal Care Assistant do not apply to my work as Personal Assistant.

_____
Personal Assistant (Printed)

_____
Personal Assistant (Signature)

_____
Date

WELCOME TO COMMUNITY HOME HEALTH CARE!

FEEL FREE TO CALL US FOR ANY QUESTIONS YOU HAVE

845-444-2555

NEW YORK

Package Contents:

State Notices:

- NY State Public Employee Safety & Health Act (PESH Act)
- NY Child Labor Law
- NY Correction Law
- NY State Human Rights Law: Discrimination
- NY Fringe Benefits & Hours Notice
- NY Minimum Wage
- NY Rights of Nursing Mothers to Express Breast Milk in the Workplace
- NY Right to Know: Effects & Hazards of Toxic Substances *PUBLIC
- NY Notice of Employee Rights, Protections, & Obligations Under LLS 740
- NY Veteran Benefits and Services
- Pay Day Notice
- Emergency Phone Numbers

Federal Notices:

- Pay Transparency Nondiscrimination Provision
- Executive Order 13706: Paid Sick Leave for Federal Contractors
- E-Verify / Right to Work
- Employee Rights on Government Contracts (Public Contract Act/Service Contract Act: Walsh-Healey)
- Employee Rights for Workers with Disabilities Paid at Special Minimum Wages
- Employee Rights Under the Davis-Bacon Act
- Federal Contractor Minimum Wage
- Employee Polygraph Protection Act (EPPA)
- Know Your Rights: Workplace Discrimination is Illegal
- Family and Medical Leave Act (FMLA)
- Fair Labor Standards Act (FLSA)
- Job Safety and Health: It's the Law (OSHA)
- Your Rights Under USERRA
- Employee Rights Under the National Labor Relations Act (NLRA)

Package Instructions:

1. Print the following PDF files in 8.5 x11 sheets of paper, unless otherwise specified use the color white.
2. The Federal OSHA poster must be printed in an 8 ½ x 14 sheet of paper to be in compliance.
3. Post the printed sheets in a place frequented by employees (i.e. lunch rooms, HR offices, employee lounges).
4. You may also distribute electronic copies of the Labor Law Notices to all relevant workstations in your facility.

ALL IN ONE POSTER COMPANY. INC.
1156 N. Gilbert St., Anaheim, CA 92801
P: 714-521-7720 F: 714-521-7728
www.allinoneposters.com
sales@allinoneposters.com

Labor Law Information Relating to

NEW YORK STATE OF OPPORTUNITY | **Public Employee Safety and Health**

Public Employees Job Safety & Health Protection

The New York State Public Employee Safety and Health Act of 1980 provides job safety and health protection for workers through the promotion of safe and healthful working conditions throughout the State. Requirements of the Act include the following:

Employers
Employers must provide employees with a workplace that is:

- free from recognized hazards,
- in compliance with the safety and health standards that apply to the workplace, and
- in compliance with any other regulations issued under the PESH Act by the Commissioner of Labor.

Employees
Employees must comply with all safety and health standards that apply to their actions on the job. Employees must also comply with any regulations issued under the PESH Act that apply to their job.

Enforcement
The New York State Department of Labor administers and enforces the PESH Act. The Commissioner of Labor issues safety and health standards. The Department's Division of Safety and Health (DOSH) has Inspectors and Hygienists who inspect workplaces to make sure they are following the PESH Act.

Inspection
When DOSH staff inspect a workplace, a representative of the employer and a representative approved by the employees must be allowed to help with the inspection. When there is no employee-approved representative, DOSH staff must speak with a fair number of employees about the safety and health conditions in the workplace.

Order to Comply
If the Department believes an employer has violated the PESH Act, we will issue an order to comply notice to the employer. The order will list dates by which each violation must be fixed. If violations are not fixed by those dates, the employer may be fined.

The order to comply must be posted at or near the place of violation, where it can be easily seen. This is to warn employees that a danger may exist.

Complaint
Any interested person may file a complaint if they believe there are unsafe or unhealthful conditions in a public workplace. This includes:

- An employee
- A representative of an employee
- Groups of employees
- A representative of a group of employees

Make this complaint in writing to the nearest DOSH office or by email to: Ask.SHNYPESH@labor.ny.gov. On request, DOSH will not release the names of any employees who file a complaint. The Department of Labor will evaluate each complaint. The Department will notify the person who made the complaint of the results of the investigation.

These complaints may also be made to the United States Department of Labor, Occupational Safety and Health Administration online at: www.osha.gov.

Discrimination
Employees may not be fired or discriminated against in any way for filing safety and health complaints or otherwise exercising their rights under the Act.

If an employee believes that they have been discriminated against, he or she may file a complaint with the nearest DOSH office. File this complaint within 30 days of the discrimination incident.

Voluntary Activity
The Department of Labor encourages employers and employees to voluntarily:

- reduce workplace hazards, and
- develop and improve safety and health programs in all workplaces.

The Division of Safety and Health can provide free help with identifying and correcting job site hazards. Employers may request this assistance on a voluntary basis by emailing: Ask.SHNYPESH@labor.ny.gov.

Additional information may be obtained from the nearest DOSH District Office below:

Albany District
State Office Campus
Bldg. 12, Rm. 158
Albany, NY 12240
Tel: (518) 457-5508

Binghamton District
44 Hawley St., Rm. 901
Binghamton, NY 13901
Tel: (607) 721-8211

Buffalo District
65 Court Street
Buffalo, NY 14202
Tel: (716) 847-7133

Garden City District
400 Oak Street
Garden City, NY 11550
Tel: (516) 228-3970

New York City District
75 Varick St., 7th Floor
New York, NY 10013
Tel: (212) 775-3554

Rochester District
109 S. Union St., Rm. 402
Rochester, NY 14607
Tel: (585) 258-8806

Syracuse District
450 South Salina Street
Syracuse, NY 13202
Tel: (315) 479-3212

Utica District
207 Genesee Street
Utica, NY 13501
Tel: (315) 793-2258

White Plains District
120 Bloomingdale Road
White Plains, NY 10605
Tel: (914) 997-9514

Post Conspicuously

A Division of the New York State Department of Labor

P208 (7/17) The New York State Department of Labor is an Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.

NEW YORK STATE OF OPPORTUNITY. Department of Labor

Division of Labor Standards
Worker Protection

Summary of New York State Child Labor Law, Permitted Working Hours for Minors Under 18 Years of Age

Age of Minor Girls and Boys		Industry or Occupation	Maximum			Permitted Hours
			Daily Hours	Weekly Hours	Days per Week	
Attending School, When school is in session:	14 and 15	All occupations except farm work, newspaper carrier and street trades	3 hours on school days. 8 hours on other days.	18[1]	6	7 AM to 7 PM
	16 and 17	All occupations except farm work, newspaper carrier and street trades.	4 hours on days preceding school days: Monday, Tuesday, Wednesday, Thursday[2]. 8 hours on: Friday, Saturday, Sunday and Holidays.[4].	28[4]	6[4]	6 AM to 10 PM[3]
Attending School, When school is not in session (vacation):	14 and 15	All occupations except farm work, newspaper carrier and street trades.	8 hours	40	6	7 AM to 9 PM June 21 to Labor Day
	16 and 17	All occupations except farm work, newspaper carrier and street trades	8 hours[4]	48[4]	6[4]	6 AM to Midnight[4]
Not Attending School:	16 and 17	All occupations except farm work, newspaper carrier and street trades	8 hours[4]	48[4]	6[4]	6 AM to Midnight[4]
Farm Work:	12 and 13	Hand harvest of berries, fruits and vegetables.	4 hours	___	_____	June 21 to Labor Day, 7 AM to 7 PM. Day after Labor Day to June 20, 9 AM to 4 PM.
	14 to 18	Any farm work	_____	___	_____	_____
Newspaper Carriers:	11 to 18	Delivers, or sells and delivers newspapers, shopping papers or periodicals to homes or business places.	4 hours on school days. 5 hours on other days.	____	_____	5 AM to 7 PM or 30 minutes prior to sunset, whichever is later
Street Trades:	14 to 18	Self-employed work in public places selling newspapers or work as a bootblack	4 hours on school days. 5 hours on other days.	____	_____	6 AM to 7 PM

[1] Students 14 and 15 enrolled in an approved work/study program may work 3 hours on a school day, 23 hours in any one-week when school is in session.

[2] Students 16 and 17 enrolled in an approved Cooperative Education Program may work up to 6 hours on a day preceding a school day other than a Sunday or Holiday when school is in session, as long as the hours are in conjunction with the Program.

[3] 6 AM to 10 PM or until midnight with written parental and educational authorities consent on day preceding a school day and until midnight on day preceding a non- school day with written parental consent.

[4] This provision does not apply to minors employed in resort hotels or restaurants in resort areas.

Additional Child Labor Law Information

The Employer must post a schedule of work hours for minors under 18 years old in the establishment.

An Employment Certificate (Working Paper) is required for all employed minors under 18 years old.

Penalties for Child Labor Laws violations:

- First violation: maximum $1,000*
- Second violation: maximum $2,000*
- Third or more violations: maximum $3,000*

*If a minor is seriously injured or dies while illegally employed, the penalty is three times the maximum penalty.

Also, Section 14A of the Workers' Compensation Law provides double compensation and death benefits for minors illegally employed.

Note: There are many prohibited occupations for minors in New York State.

For more information about New York State Child Labor Laws and provisions please visit the Department of Labor's website at http://www.labor.ny.gov. If you have questions, please send them to one of the offices listed below at:

New York State Department of Labor, Division of Labor Standards:

Albany District
State Office Campus
Bldg. 12 Room 185A
Albany, NY 12240
(518) 457-2730

Buffalo District
290 Main Street
Room 226
Buffalo, NY 14202
(716) 847-7141

Garden City District
400 Oak Street
Suite 101
Garden City, NY 11530
(516) 794-8195

New York City District
75 Varick Street
7th Floor
New York, NY 10013
(212) 775-3880

Rochester
Sub-District
276 Waring Road
Room 104
Rochester, NY 14609
(585) 258-4550

Syracuse District
333 East Washington Street
Room 121
Syracuse, NY 13202
(315) 428-4057

White Plains District
120 Bloomingdale Road
White Plains, NY 10605
(914) 997-9521

NEW YORK CORRECTION LAW
ARTICLE 23-A

LICENSURE AND EMPLOYMENT OF PERSONS PREVIOUSLY CONVICTED OF ONE OR MORE CRIMINAL OFFENSES

Section 750. Definitions.

751. Applicability.

752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited.

753. Factors to be considered concerning a previous criminal conviction; presumption.

754. Written statement upon denial of license or employment.

755. Enforcement.

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§**750. Definitions.** For the purposes of this article, the following terms shall have the following meanings:

(1) "Public agency" means the state or any local subdivision thereof, or any state or local department, agency, board or commission.

(2) "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons.

(3) "Direct relationship" means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license, opportunity, or job in question.

(4) "License" means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that "license" shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm.

(5) "Employment" means any occupation, vocation or employment, or any form of vocational or educational training. Provided, however, that "employment" shall not, for the purposes of this article, include membership in any law enforcement agency.

§**751. Applicability.** The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by law, and has not been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct. Nothing in this article shall be construed to affect any right an employer may have with respect to an intentional misrepresentation in connection with an application for employment made by a prospective employee or previously made by a current employee.

§752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited. No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable, shall be denied or acted upon adversely by reason of the individual's having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of "good moral character" when such finding is based upon the fact that the individual has previously been convicted of one or more criminal offenses, unless:

(1) There is a direct relationship between one or more of the previous criminal offenses and the specific license or employment sought or held by the individual; or

(2) the issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

§753. Factors to be considered concerning a previous criminal conviction; presumption. 1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:

(a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.

(b) The specific duties and responsibilities necessarily related to the license or employment sought or held by the person.

(c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.

(d) The time which has elapsed since the occurrence of the criminal offense or offenses.

(e) The age of the person at the time of occurrence of the criminal offense or offenses.

(f) The seriousness of the offense or offenses.

(g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.

(h) The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.

2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

§754. Written statement upon denial of license or employment. At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial.

§755. Enforcement. 1. In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy-eight of the civil practice law and rules.

2. In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.

NEW YORK STATE | Division of Human Rights

1-888-392-3644
WWW.DHR.NY.GOV

THIS ESTABLISHMENT IS SUBJECT TO THE NEW YORK STATE HUMAN RIGHTS LAW (EXECUTIVE LAW, ARTICLE 15)

DISCRIMINATION BASED UPON AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, SEXUAL ORIENTATION, MILITARY STATUS, SEX, PREGNANCY, GENDER IDENTITY OR EXPRESSION, DISABILITY OR MARITAL STATUS IS PROHIBITED BY THE NEW YORK STATE HUMAN RIGHTS LAW. SEXUAL HARASSMENT OR HARASSMENT BASED UPON ANY OF THESE PROTECTED CLASSES ALSO IS PROHIBITED.

ALL EMPLOYERS (until February 8, 2020, only employers with 4 or more employees are covered), EMPLOYMENT AGENCIES, LABOR ORGANIZATIONS AND APPRENTICESHIP TRAINING PROGRAMS

Also prohibited: discrimination in employment on the basis of Sabbath observance or religious practices; hairstyles associated with race (also applies to all areas listed below); prior arrest or conviction record; predisposing genetic characteristics; familial status; pregnancy-related conditions; domestic violence victim status.

Reasonable accommodations for persons with disabilities and pregnancy-related conditions including lactation may be required. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner.

Also covered: domestic workers are protected from harassment and retaliation; interns and nonemployees working in the workplace (for example temp or contract workers) are protected from all discrimination described above.

RENTAL, LEASE OR SALE OF HOUSING, LAND AND COMMERCIAL SPACE, INCLUDING ACTIVITIES OF REAL ESTATE BROKERS AND SALES PEOPLE

Also prohibited: discrimination on the basis of lawful source of income (for example housing vouchers, disability benefits, child support); familial status (families with children or being pregnant); prior arrest or sealed conviction; commercial boycotts or blockbusting

Reasonable accommodations and modifications for persons with disabilities may also be required.

Does not apply to:

(1) rental of an apartment in an owner-occupied two-family house

(2) restrictions of all rooms in a housing accommodation to individuals of the same sex

(3) rental of a room by the occupant of a house or apartment

(4) sale, rental, or lease of accommodations of housing exclusively to persons 55 years of age or older, and the spouse of such persons

ALL CREDIT TRANSACTIONS INCLUDING FINANCING FOR PURCHASE, MAINTENANCE AND REPAIR OF HOUSING

PLACES OF PUBLIC ACCOMMODATION SUCH AS RESTAURANTS, HOTELS, HOSPITALS AND MEDICAL OFFICES, CLUBS, PARKS AND GOVERNMENT OFFICES

Exception:

Age is not a covered classification relative to public accommodations. Reasonable accommodations for persons with disabilities may also be required.

EDUCATION INSTITUTIONS

All public schools and private nonprofit schools, at all education levels, excluding those run by religious organizations.

ADVERTISING AND APPLICATIONS RELATING TO EMPLOYMENT, REAL ESTATE, PLACES OF PUBLIC ACCOMMODATION AND CREDIT TRANSACTIONS MAY NOT EXPRESS ANY DISCRIMINATION

If you wish to file a formal complaint with the Division of Human Rights, you must do so within one year after the discrimination occurred. The Division's services are provided free of charge.

If you wish to file a complaint in State Court, you may do so within three years of the discrimination. You may not file both with the Division and the State Court.

Retaliation for filing a complaint or opposing discriminatory practices is prohibited. You may file a complaint with the Division if you have been retaliated against.

FOR FURTHER INFORMATION, WRITE OR CALL THE DIVISION'S NEAREST OFFICE. HEADQUARTERS:
ONE FORDHAM PLAZA, 4TH FLOOR, BRONX, NY 10458

ESTE ESTABLECIMIENTO ESTÁ SUJETO A LA LEY DE DERECHOS HUMANOS DEL ESTADO DE NUEVA YORK (LEY EJECUTIVA, SECCIÓN 15)

LA LEY DE DERECHOS HUMANOS DEL ESTADO DE NUEVA YORK PROHÍBE LA DISCRIMINACIÓN POR EDAD, RAZA, CREDO, COLOR, ORIGEN NACIONAL, ORIENTACIÓN SEXUAL, ESTATUS MILITAR, SEXO, EMBARAZO, IDENTIDAD O EXPRESIÓN DE GÉNERO, DISCAPACIDAD O ESTADO CIVIL. TAMBIÉN ESTÁ PROHIBIDO EL ACOSO SEXUAL O EL ACOSO POR CUALQUIERA DE ESTAS CLASES PROTEGIDAS.

TODOS LOS EMPLEADORES (hasta el 8 de febrero de 2020, solo los empleadores de cuatro o más personas), AGENCIAS DE EMPLEO, ORGANIZACIONES DE TRABAJO Y PROGRAMAS DE CAPACITACIÓN DE APRENDICES

Asimismo, está prohibida la discriminación en el empleo sobre la base de la observancia del Shabat o prácticas religiosas; peinados asociados con la raza (también se aplica a las áreas enumeradas a continuación) arresto previo o antecedentes penales; las características genéticas predisponentes; el estado civil; las condiciones relacionadas con el embarazo.

Es posible que sea necesario hacer acomodos razonables para personas con discapacidades y condiciones relacionadas con el embarazo incluyendo lactación. Un arreglo razonable es una adaptación a un trabajo o entorno laboral que permita que una persona con discapacidad realice las tareas esenciales de un trabajo de manera razonable.

También están cubiertos: trabajadores domésticos están protegidos en casos acoso y represalias; internos y no empleados cuales trabajan en el lugar de trabajo (por ejemplo trabajadores temporarios o contratantes) están protegidos de toda discriminación descrita arriba.

ALQUILER, ARRENDAMIENTO O VENTA DE VIVIENDA, TERRENO O ESPACIO COMERCIAL INCLUYENDO ACTIVIDADES DE AGENTE DE BIENES RAÍCES Y VENDEDORES

También esta prohibido: la discriminación a base de fuente de ingreso legal (por ejemplo vales, beneficios de discapacidad, manutención de niños); estado familiar (familias con niños o en estado de embarazo); arresto previo o condena sellada; boicot comercial o acoso inmobiliario.

También es posible que sea necesario realizar modificaciones y arreglos razonables para personas con discapacidades.

Excepciones:

(1) alquiler de un apartamento en una casa para dos familias ocupada por el dueño

(2) restricciones de todas las habitaciones en una vivienda para individuos del mismo sexo

(3) alquiler de una habitación por parte del ocupante de una casa o apartamento

(4) venta, alquiler o arrendamiento de alojamiento en una casa exclusivamente a personas mayores de 55 años y al cónyuge de dichas personas

También se prohíbe: discriminación en vivienda sobre la base del estado civil (por ejemplo, familias con hijos).

TODAS TRANSACCIONES CREDITICIAS INCLUYENDO FINANCIAMENTO PARA LA COMPRA, MANTENIMIENTO Y REPARACION DE VIVIENDAS

LUGARES DE ALOJAMIENTO PÚBLICO, COMO RESTAURANTES, HOTELES, HOSPITALES Y CONSULTORIOS MÉDICOS, CLUBS, PARQUES Y OFFICINAS DEL GOBIERNO.

Excepción:

La edad no es una clasificación cubierta respecto a los alojamientos públicos. Es posible que sea necesario realizar arreglos razonables para personas con discapacidades.

INSTITUCIONES EDUCATIVAS

Todas las escuelas publicas y escuelas privadas sin ánimo de lucro, en todos los niveles, excluyendo escuelas dirigidas por organizaciones religiosas.

PUBLICIDAD Y SOLICITUDES RELACIONADAS CON EL EMPLEO, LOS INMUEBLES, LOS LUGARES DE ALOJAMIENTO PÚBLICO Y LAS TRANSACCIONES CREDITICIAS NO DEBEN EXPRESAR NINGUN ACTO DISCRIMINATORIO

Si desea presentar una demanda formal ante la División de Derechos Humanos, debe hacerlo dentro de un año desde que ocurra la discriminación. Los servicios de la División se ofrecen sin cargo.

Si desea presentar una demanda ante el Tribunal Estatal, puede hacerlo dentro de los tres años desde que ocurriera la discriminación. No puede presentar una demanda ante la División y ante el Tribunal Estatal.

Se prohíben las represalias por presentar una demanda u oponerse a prácticas discriminatorias. Puede presentar una demanda ante la División si sufrió represalias.

PARA OBTENER MÁS INFORMACIÓN, ESCRIBA O LLAME A LA OFICINA MÁS CERCANA DE LA DIVISIÓN. OFICINA CENTRAL:
ONE FORDHAM PLAZA. 4TH FLOOR, BRONX, NY 10458

Division of Labor Standards
Harriman State Office Campus
Building 12, Albany, NY 12240

WE ARE YOUR DOL

NEW YORK STATE OF OPPORTUNITY. Department of Labor

www.labor.ny.gov

Guidelines for Employers:
Requirements to Notify Employees About Time Off and Work Hours

Section 195.5 of the New York State Labor Law effective December 12, 1981 provides as follows:

"Every employer shall notify his employees in writing or by publicly posting the employer's policy on sick leave, vacation, personal leave, holidays and hours."

To assist employers in complying with this provision, the Division of Labor Standards has issued the following guidelines:

1. An employer shall distribute in writing to each employee, the employer's policy on the above- enumerated items. The employer upon the request of the Department must be able to affirmatively demonstrate that such written notification was provided to employees by means, which may include, but not be limited to, distribution through company newspapers or newsletters or by inclusion in a company payroll.

   Or

   An employer shall post and keep posted in each establishment in a conspicuous place where notices to employees are customarily posted, a notice that states where on the employer's premises they may see such information in writing. Such information may be contained in a union contract, employee handbook, personnel manual, or in other written form. Deviations for an employee from such stated policy must be given to said employee in writing.

2. As used in the provision above, "hours" means the hours which constitute a standard workday and workweek for the establishment, and any other regular schedule, such as for part-time employees. Deviations should be given to the affected employee in writing.

For more information, call or write the nearest office of the Division of Labor Standards, of the New York State Department of Labor, listed below:

Albany District
State Office Campus
Bldg. 12 Room 185A
Albany, NY 12240
(518) 457-2730

Binghamton
Sub-District
44 Hawley Street
Binghamton, NY 13901
(607) 721-8014

New York City District
75 Varick Street
7th Floor
New York, NY 10013
(212) 775-3880

Garden City District
400 Oak Street
Suite 101
Garden City, NY 11530
(516) 794-8195

Buffalo District
65 Court Street
Room 202
Buffalo, NY 14202
(716) 847-7141

Rochester
Sub-District
276 Waring Road
Room 104
Rochester, NY 14609
(585) 258-4550

Syracuse District
333 East Washington Street
Room 121
Syracuse, NY 13202
(315) 428-4057

White Plains District
120 Bloomingdale Road
White Plains, NY 10605
(914) 997-9521

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NEW YORK STATE | Department of Labor

Attention Miscellaneous Industry Employees

Minimum Wage hourly rates effective 12/31/2022 – 12/30/2023

New York City

Large Employers (**11 or more** employees)		Small Employers (**10 or less** employees)	
Minimum Wage	**$15.00**	**Minimum Wage**	**$15.00**
Overtime after 40 hours	$22.50	Overtime after 40 hours	$22.50
Tipped workers	**$15.00**	**Tipped workers**	**$15.00**
Overtime after 40 hours	$22.50	Overtime after 40 hours	$22.50

Long Island and Westchester County

Minimum Wage	**$15.00**
Overtime after 40 hours	$22.50
Tipped workers	**$15.00**
Overtime after 40 hours	$22.50

Remainder of New York State

Minimum Wage	**$14.20**
Overtime after 40 hours	$21.30
Tipped workers	**$14.20**
Overtime after 40 hours	$21.30

If you have questions, need more information or want to file a complaint, please visit www.labor.ny.gov/minimumwage or call: **1-888-469-7365.**

Credits and Allowances that may reduce your pay below the minimum wage rates shown above:

- **Tips** – Beginning December 31, 2020, your employer must pay the full applicable minimum wage rate, and cannot take any tip credit.
- **Meals and lodging** – Your employer may claim a limited amount of your wages for meals and lodging that they provide to you, as long as they do not charge you anything else. The rates and requirements are set forth in wage orders and summaries, which are available online.

Extra Pay you may be owed in addition to the minimum wage rates shown above:

- **Overtime** – You must be paid 1½ times your regular rate of pay (no less than amounts shown above) for weekly hours over 40 (or 44 for residential employees).

  Exceptions: Overtime is not required for salaried professionals, or for executives and administrative staff whose weekly salary is more than 75 times the minimum wage rate.
- **Call-in pay** – If you go to work as scheduled and your employer sends you home early, you may be entitled to extra hours of pay at the minimum wage rate for that day.
- **Spread of hours** – If your workday lasts longer than ten hours, you may be entitled to extra daily pay. The daily rate is equal to one hour of pay at the minimum wage rate.
- **Uniform maintenance** – If you clean your own uniform, you may be entitled to additional weekly pay. The weekly rates are available online.

PUBLIC NOTICE RIGHT OF NURSING MOTHERS TO EXPRESS BREAST MILK

Employers shall provide written notification of the provision of Labor Law § 206-c to employees returning to work following the birth of a child of their right to take unpaid leave to express breast milk. Notice may be provided individually to affected employees, or to all employees in an employee handbook, or by posting in a central location.

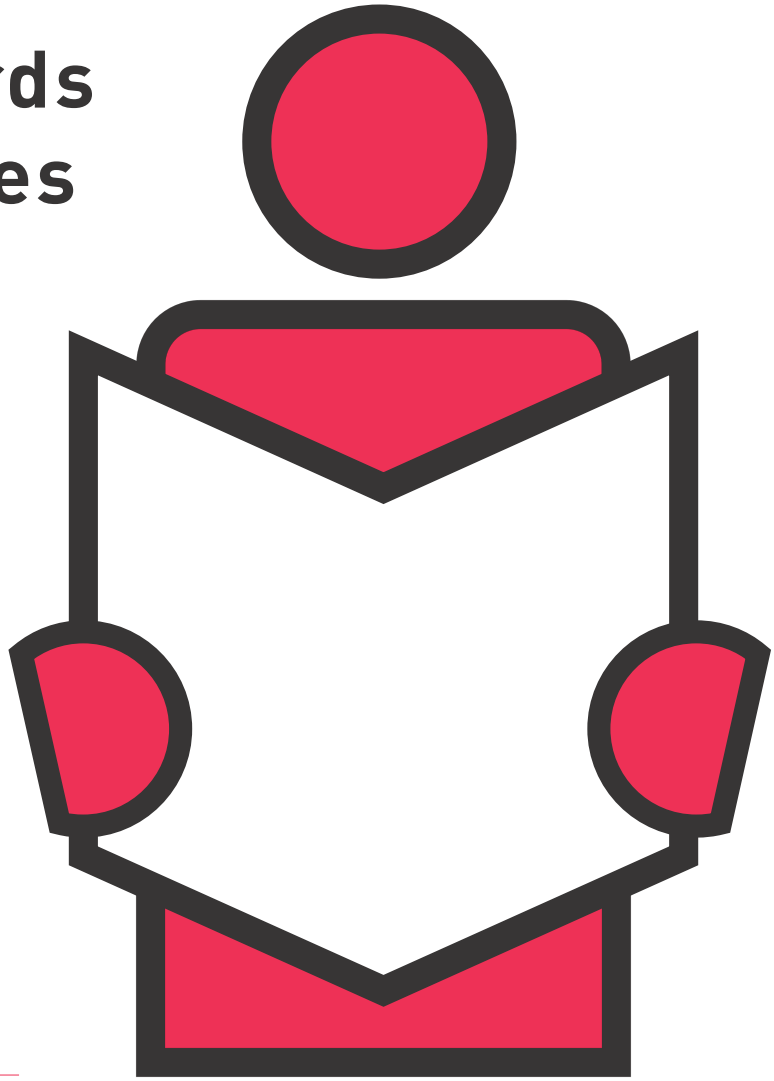
Section 206-c of the New York State Labor Law provides as follows:

An employer shall provide reasonable unpaid break time or permit an employee to use paid break time or meal time each day to allow an employee to express breast milk for her nursing child for up to three years following child birth. The employer shall make reasonable efforts to provide a room or other location, in close proximity to the work area, where an employee can express milk in privacy. No employer shall discriminate in any way against an employee who chooses to express breast milk in the workplace.

Guidelines have been adopted by the Department of Labor in accordance with such authority granted to the Commissioner and are effective as of May 7, 2008. Should you have any questions with regard to these guidelines and their implementation, please contact the Division of Labor Standards at 518-457-2730 or the district office nearest you.

YOU HAVE A RIGHT TO KNOW!

Your employer must inform you of the health effects and hazards of toxic substances at your worksite.



Learn all you can about toxic substances on your job.

For more information, contact:

Name

Location & Phone Number

THE RIGHT TO KNOW LAW WORKS FOR YOU.

NEW YORK STATE DEPARTMENT OF HEALTH

Division of Labor Standards
Harriman State Office Campus
Building 12, Albany, NY 12226

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

www.labor.ny.gov

Notice of Employee Rights, Protections, and Obligations Under Labor Law Section 740

Prohibited Retaliatory Personnel Action by Employers
Effective January 26, 2022

§ 740. Retaliatory action by employers; prohibition.

1. Definitions. For purposes of this section, unless the context specifically indicates otherwise:

(a) "Employee" means an individual who performs services for and under the control and direction of an employer for wages or other remuneration, including former employees, or natural persons employed as independent contractors to carry out work in furtherance of an employer's business enterprise who are not themselves employers.

(b) "Employer" means any person, firm, partnership, institution, corporation, or association that employs one or more employees.

(c) "Law, rule or regulation" includes: (i) any duly enacted federal, state or local statute or ordinance or executive order; (ii) any rule or regulation promulgated pursuant to such statute or ordinance or executive order; or (iii) any judicial or administrative decision, ruling or order.

(d) "Public body" includes the following:

(i) the United States Congress, any state legislature, or any elected local governmental body, or any member or employee thereof;

(ii) any federal, state, or local court, or any member or employee thereof, or any grand or petit jury;

(iii) any federal, state, or local regulatory, administrative, or public agency or authority, or instrumentality thereof;

(iv) any federal, state, or local law enforcement agency, prosecutorial office, or police or peace officer;

(v) any federal, state or local department of an executive branch of government; or

(vi) any division, board, bureau, office, committee, or commission of any of the public bodies described in subparagraphs (i) through (v) of this paragraph.

(e) "Retaliatory action" means an adverse action taken by an employer or his or her agent to discharge, threaten, penalize, or in any other manner discriminate against any employee or former employee exercising his or her rights under this section, including (i) adverse employment actions or threats to take such adverse employment actions against an employee in the terms of conditions of employment including but not limited to discharge, suspension, or demotion; (ii) actions or threats to take such actions that would adversely impact a former employee's current or future employment; or (iii) threatening to contact or contacting United States immigration authorities or otherwise reporting or threatening to report an employee's suspected citizenship or immigration status or the suspected citizenship or immigration status of an employee's family or household member, as defined in subdivision two of section four hundred fifty-nine-a of the social services law, to a federal, state, or local agency.

To Be Posted Conspicuously in easily accessible and well-lighted places customarily frequented by employees and applicants for employment.

(f) "Supervisor" means any individual within an employer's organization who has the authority to direct and control the work performance of the affected employee; or who has managerial authority to take corrective action regarding the violation of the law, rule or regulation of which the employee complains.

2. Prohibitions. An employer shall not take any retaliatory action against an employee, whether or not within the scope of the employee's job duties, because such employee does any of the following:

(a) discloses, or threatens to disclose to a supervisor or to a public body an activity, policy or practice of the employer that the employee reasonably believes is in violation of law, rule or regulation or that the employee reasonably believes poses a substantial and specific danger to the public health or safety;

(b) provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any such activity, policy or practice by such employer; or

(c) objects to, or refuses to participate in any such activity, policy or practice.

3. Application. The protection against retaliatory action provided by paragraph (a) of subdivision two of this section pertaining to disclosure to a public body shall not apply to an employee who makes such disclosure to a public body unless the employee has made a good faith effort to notify his or her employer by bringing the activity, policy or practice to the attention of a supervisor of the employer and has afforded such employer a reasonable opportunity to correct such activity, policy or practice. Such employer notification shall not be required where:

(a) there is an imminent and serious danger to the public health or safety;

(b) the employee reasonably believes that reporting to the supervisor would result in a destruction of evidence or other concealment of the activity, policy or practice;

(c) such activity, policy or practice could reasonably be expected to lead to endangering the welfare of a minor;

(d) the employee reasonably believes that reporting to the supervisor would result in physical harm to the employee or any other person; or

(e) the employee reasonably believes that the supervisor is already aware of the activity, policy or practice and will not correct such activity, policy or practice.

4. Violation; remedy.

(a) An employee who has been the subject of a retaliatory action in violation of this section may institute a civil action in a court of competent jurisdiction for relief as set forth in subdivision five of this section within two years after the alleged retaliatory action was taken.

(b) Any action authorized by this section may be brought in the county in which the alleged retaliatory action occurred, in the county in which the complainant resides, or in the county in which the employer has its principal place of business. In any such action, the parties shall be entitled to a jury trial.

(c) It shall be a defense to any action brought pursuant to this section that the retaliatory action was predicated upon grounds other than the employee's exercise of any rights protected by this section.

5. Relief. In any action brought pursuant to subdivision four of this section, the court may order relief as follows:

(a) an injunction to restrain continued violation of this section;

(b) the reinstatement of the employee to the same position held before the retaliatory action, or to an equivalent position, or front pay in lieu thereof;

(c) the reinstatement of full fringe benefits and seniority rights;

(d) the compensation for lost wages, benefits and other remuneration;

(e) the payment by the employer of reasonable costs, disbursements, and attorney's fees;

(f) a civil penalty of an amount not to exceed ten thousand dollars; and/or

(g) the payment by the employer of punitive damages, if the violation was willful, malicious or wanton.

6. Employer relief. A court, in its discretion, may also order that reasonable attorneys' fees and court costs and disbursements be awarded to an employer if the court determines that an action brought by an employee under this section was without basis in law or in fact.
7. Existing rights. Nothing in this section shall be deemed to diminish the rights, privileges, or remedies of any employee under any other law or regulation or under any collective bargaining agreement or employment contract.
8. Publication. Every employer shall inform employees of their protections, rights and obligations under this section, by posting a notice thereof. Such notices shall be posted conspicuously in easily accessible and well-lighted places customarily frequented by employees and applicants for employment.

VETERAN BENEFITS AND SERVICES

The following resources and hotlines are available at no-cost to help veterans understand their rights, protections, benefits, and accommodations:

dol.ny.gov/veteran-benefits-and-services

MENTAL HEALTH AND SUBSTANCE ABUSE RESOURCES

All calls and texts are free and confidential

U.S. Department of Veterans Affairs Veterans Crisis Line: www.veteranscrisisline.net

Call: 988, press 1 Text: 838255

Suicide and Crisis Lifeline: www.veteranscrisisline.net

Call: 988 Text: 988

Crisis Textline:

Text: 741741 Chat: crisistextline.org

NYS Office of Mental Health (OMH): www.omh.ny.gov

NYS Office of Addiction Services and Supports (OASAS): www.oasas.ny.gov/hopeline

Call: 1-877-8-HOPENY (467469)

Text: HOPENY (467369)

LEGAL SERVICES

Veterans Treatment Courts (VTC): ww2.nycourts.gov/courts/problem_solving/vet/courts.shtml

Email: ProblemSolving@courts.state.ny.us

NYS Defenders Association Veteran Defense Program: www.nysda.org/page/AboutVDP

TAX BENEFITS

NYS Department of Tax and Finance

- Information for military personnel and veterans: tax.ny.gov/pit/file/military_page.htm
- Property tax exemptions: tax.ny.gov/pit/property/exemption/vetexempt.htm

EDUCATION, WORKFORCE, AND TRAINING RESOURCES

Veteran Readiness and Employment (VR&E) Program: www.benefits.va.gov/vocrehab

New York State Civil Service Credits for Veterans Program: www.cs.ny.gov

ADDITIONAL RESOURCES

NYS Domestic and Sexual Violence Hotline:

Call: 800-942-6906 Text: 844-997-2121

NYS Workplace Sexual Harassment Hotline:

Call: 1-800-HARASS-3

NYS Department of Motor Vehicles:

- Veteran Status Designation Photo Document: **dmv.ny.gov/more-info/veteran-status-designation-photo-document**
- Veteran License Plate: **dmv.ny.gov/plates/military-and-veterans**

NEW YORK STATE DIVISION OF VETERANS' SERVICES

Website: **veterans.ny.gov**
Help Line: 1-888-838-7697
Email: DVSInfo@veterans.ny.gov

Services: Legal, education, employment and volunteer, financial, health care, and more.

NEW YORK STATE | Division of Veterans' Services

NEW YORK STATE DEPARTMENT OF LABOR VETERANS' PROGRAM

Website: **dol.ny.gov/services-veterans**
Help Line: 1-888-469-7365
Email: Ask.Vets@labor.ny.gov

Services: Workforce and training resources, unemployment insurance, the Experience Counts program, and more.

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

The New York State Department of Labor is an Equal Opportunity Employer/Program.
Auxiliary aides and services are available upon request and free of charge to individuals with disabilities TTY/TDD 711 or 1-800-662-1220 (English) / 1-877-662-4886.

PAY DAY NOTICE

Regular Pay Days for Employees of _____

(Firm Name)

shall be as follows:

☐ Weekly ☐ Bi-Weekly ☐ Semi Monthly ☐ Monthly

Pay Checks will be distributed at

_____

(Place of Distribution)

This is in accordance with New York State Law

By _____ Title _____

EMERGENCY PHONE NUMBERS

For

_____

(Please Give Exact address of This Worksite Location)

Physicians: _____

Hospitals: _____

Ambulances: 911 or _____

Fire Department 911 or: _____

Police: 911 or _____

PLEASE POST IN A CONSPICUOUS LOCATION

PAY TRANSPARENCY

NONDISCRIMINATION PROVISION

The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information. 41 CFR 60-1.35(c)

If you believe that you have experienced discrimination contact OFCCP
1.800.397.6251 | TTY 1.877.889.5627 | www.dol.gov/ofccp

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
OFCCP

200 CONSTITUTION AVENUE NW | WASHINGTON, DC 20210 | tel: 1-800-397-6251 | TTY: 1-877-889-5627 | www.dol.gov/ofccp

WORKER RIGHTS
UNDER EXECUTIVE ORDER 13706

PAID SICK LEAVE FOR FEDERAL CONTRACTORS

ONE HOUR OF PAID SICK LEAVE FOR EVERY 30 HOURS WORKED, UP TO 56 HOURS EACH YEAR

PAID SICK LEAVE

Executive Order 13706, Establishing Paid Sick Leave for Federal Contractors, requires certain employers that contract with the Federal Government to provide employees working on or in connection with those contracts with 1 hour of paid sick leave for every 30 hours they work—up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury, or other health-related needs, including preventive care; to assist a family member who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member who is the victim of, domestic violence, sexual assault, or stalking.

Employers are required to inform employees of their paid sick leave balances and must approve all valid requests to use paid sick leave. Rules about when and how employees should ask to use paid sick leave also apply. More information about the paid sick leave requirements is available at www.dol.gov/whd/govcontracts/eo13706

ENFORCEMENT

The Wage and Hour Division (WHD), which is responsible for making sure employers comply with Executive Order 13706, has offices across the country. WHD can answer questions, in person or by telephone, about your workplace rights and protections. WHD can investigate employers and recover wages to which workers may be entitled. All services are free and confidential. If you are unable to file a complaint in English, WHD will accept the complaint in any language.

The law prohibits discriminating against or discharging workers who file a complaint or participate in any proceeding under the Executive Order.

ADDITIONAL INFORMATION

Executive Order 13706 applies to new contracts and replacements for expiring contracts with the Federal Government starting January 1, 2017. It applies to federal contracts for construction and many types of federal contracts for services.

Some state and local laws also require that employees be provided with paid sick leave. Employers must comply with all applicable requirements.

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd/govcontracts

WH1090 REV 09/16

This Organization Participates in E-Verify

Esta Organización Participa en E-Verify



This employer participates in E-Verify and will provide the federal government with your Form I-9 information to confirm that you are authorized to work in the U.S.

If E-Verify cannot confirm that you are authorized to work, this employer is required to give you written instructions and an opportunity to contact Department of Homeland Security (DHS) or Social Security Administration (SSA) so you can begin to resolve the issue before the employer can take any action against you, including terminating your employment.

Employers can only use E-Verify once you have accepted a job offer and completed the Form I-9.

Este empleador participa en E-Verify y proporcionará al gobierno federal la información de su Formulario I-9 para confirmar que usted está autorizado para trabajar en los EE.UU..

Si E-Verify no puede confirmar que usted está autorizado para trabajar, este empleador está requerido a darle instrucciones por escrito y una oportunidad de contactar al Departamento de Seguridad Nacional (DHS) o a la Administración del Seguro Social (SSA) para que pueda empezar a resolver el problema antes de que el empleador pueda tomar cualquier acción en su contra, incluyendo la terminación de su empleo.

Los empleadores sólo pueden utilizar E-Verify una vez que usted haya aceptado una oferta de trabajo y completado el Formulario I-9.

E-Verify Works for Everyone

For more information on E-Verify, or if you believe that your employer has violated its E-Verify responsibilities, please contact DHS.

E-Verify Funciona Para Todos

Para más información sobre E-Verify, o si usted cree que su empleador ha violado sus responsabilidades de E-Verify, por favor contacte a DHS.

888-897-7781

dhs.gov/e-verify

E-VERIFY IS A SERVICE OF DHS AND SSA

The E-Verify logo and mark are registered trademarks of Department of Homeland Security. Commercial sale of this poster is strictly prohibited.

English / Spanish Poster

IF YOU HAVE THE RIGHT TO WORK



DON'T LET ANYONE TAKE IT AWAY

If you have the skills, experience, and legal right to work, your citizenship or immigration status shouldn't get in the way. Neither should the place you were born or another aspect of your national origin. A part of U.S. immigration laws protects legally-authorized workers from discrimination based on their citizenship status and national origin. You can read this law at 8 U.S.C. § 1324b.

The Immigrant and Employee Rights Section (IER) may be able to help if an employer treats you unfairly in violation of this law.

The law that IER enforces is 8 U.S.C. § 1324b. The regulations for this law are at 28 C.F.R. Part 44.

Call IER if an employer:

Does not hire you or fires you because of your national origin or citizenship status (this may violate a part of the law at 8 U.S.C. § 1324b(a)(1))

Treats you unfairly while checking your right to work in the U.S., including while completing the Form I-9 or using E-Verify (this may violate the law at 8 U.S.C. § 1324b(a)(1) or (a)(6))

Retaliates against you because you are speaking up for your right to work as protected by this law (the law prohibits retaliation at 8 U.S.C. § 1324b(a)(5))

The law can be complicated. Call IER to get more information on protections from discrimination based on citizenship status and national origin.

Immigrant and Employee Rights Section (IER)

1-800-255-7688 **TTY 1-800-237-2515**

www.justice.gov/ier

IER@usdoj.gov

U.S. Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section, January 2019

This guidance document is not intended to be a final agency action, has no legally binding effect, and has no force or effect of law. The document may be rescinded or modified at the Department's discretion, in accordance with applicable laws. The Department's guidance documents, including this guidance, do not establish legally enforceable responsibilities beyond what is required by the terms of the applicable statutes, regulations, or binding judicial precedent. For more information, see "Memorandum for All Components: Prohibition of Improper Guidance Documents," from Attorney General Jefferson B. Sessions III, November 16, 2017.

EMPLOYEE RIGHTS
ON GOVERNMENT CONTRACTS

THIS ESTABLISHMENT IS PERFORMING GOVERNMENT CONTRACT WORK SUBJECT TO:
(CHECK ONE)

☐ **SERVICE CONTRACT ACT (SCA)**

☐ **PUBLIC CONTRACTS ACT (PCA)**

MINIMUM WAGES

Your rate must be no less than the federal minimum wage established by the Fair Labor Standards Act (FLSA).

A higher rate may be required for SCA contracts if a wage determination applies. Such wage determination will be posted as an attachment to this notice.

FRINGE BENEFITS

SCA wage determinations may require fringe benefit payments (or a cash equivalent). PCA contracts do not require fringe benefits.

OVERTIME PAY

You must be paid 1.5 times your basic rate of pay for all hours worked over 40 in a week. There are some exceptions.

CHILD LABOR

No person under 16 years of age may be employed on a PCA contract.

SAFETY & HEALTH

Work must be performed under conditions that are sanitary, and not hazardous or dangerous to employees' health and safety.

ENFORCEMENT

Specific DOL agencies are responsible for the administration of these laws. To file a complaint or obtain information, contact the **Wage and Hour Division** (WHD) by calling its toll-free help line at 1-866-4-USWAGE (1-866-487-9243), or visit **www.dol.gov/whd**

Contact the **Occupational Safety and Health Administration** (OSHA) by calling 1-800-321-OSHA (1-800-321-6742), or visit **www.osha.gov**

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

WH1313 REV 04/09

U.S. DEPARTMENT OF LABOR

The purpose of the discussion below is to advise contractors which are subject to the Walsh-Healey Public Contracts Act or the Service Contract Act of the principal provisions of these acts.

WALSH-HEALEY PUBLIC CONTRACTS ACT

General Provisions—This act applies to contracts which exceed or may exceed $10,000 entered into by any agency or instrumentality of the United States for the manufacture or furnishing of materials, supplies, articles, or equipment. The act establishes minimum wage, maximum hours, and safety and health standards for work on such contracts, and prohibits the employment on contract work of convict labor (unless certain conditions are met) and children under 16 years of age. The employment of homeworkers (except homeworkers with disabilities employed under the provisions of Regulations, 29 CFR Part 525) on a covered contract is not permitted.
In addition to its coverage of prime contractors, the act under certain circumstances applies to secondary contractors performing work under contracts awarded by the Government prime contractor.

All provisions of the act except the safety and health requirements are administered by the Wage and Hour Division.

Minimum Wage—Covered employees must currently be paid not less than the Federal minimum wage established in section 6(a)(1) of the Fair Labor Standards Act.

Overtime—Covered workers must be paid at least one and one-half times their basic rate of pay for all hours worked in excess of 40 a week. Overtime is due on the basis of the total hours spent in all work, Government and non-Government, performed by the employee in any week in which covered work is performed.

Child Labor—Employers may protect themselves against unintentional child labor violations by obtaining certificates of age. State employment or age certificates are acceptable.

Safety and Health—No covered work may be performed in plants, factories, buildings, or surroundings or under work conditions that are unsanitary or hazardous or dangerous to the health and safety of the employees engaged in the performance of the contract. The safety and health provisions of the Walsh-Healey Public Contracts Act are administered by the Occupational Safety and Health Administration.

Posting—During the period that covered work is being performed on a contract subject to the act, the contractor must post copies of Notice to Employees Working on Government Contracts in a sufficient number of places to permit employees to observe a copy on the way to or from their place of employment.

Responsibility for Secondary Contractors—Prime contractors are liable for violations of the act committed by their covered secondary contractors.

SERVICE CONTRACT ACT

General Provisions—The Service Contract Act applies to every contract entered into by the United States or the District of Columbia, the principal purpose of which is to furnish services in the United States through the use of service employees. Contractors and subcontractors performing on such Federal contracts must observe minimum wage and safety and health standards, and must maintain certain records, unless a specific exemption applies.

Wages and Fringe Benefits—Every service employee performing any of the Government contract work under a service contract in excess of $2,500 must be paid not less than the monetary wages, and must be furnished the fringe benefits, which the Secretary of Labor has determined to be prevailing in the locality for the classification in which the employee is working or the wage rates and fringe benefits (including any accrued or prospective wage rates and fringe benefits) contained in a predecessor contractor's collective bargaining agreement. The wage rates and fringe benefits required are usually specified in the contract but in no case may employees doing work necessary for the performance of the contract be paid less than the minimum wage established in section 6(a)(1) of the Fair Labor Standards Act. Service contracts which do not exceed $2,500 are not subject to prevailing rate determinations or to the safety and health requirements of the act. However, the act does require that employees performing work on such contracts be paid not less than the minimum wage rate established in section 6(a)(1) of the Fair Labor Standards Act.

Overtime—The Fair Labor Standards Act and the Contract Work Hours Safety Standards Act may require the payment of overtime at time and one-half the regular rate of pay for all hours work on the contract in excess of 40 a week. The Contract Work Hours Safety Standards Act is more limited in scope than the Fair Labor Standards Act and generally applies to Government contracts in excess of $100,000 that require or involve the employment of laborers, mechanics, guards, watchmen.

Safety and Health—The act provides that no part of the services in contracts in excess of $2,500 may be performed in buildings or surroundings or under working conditions, provided by or under the control or supervision of the contractor or subcontractor, which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish the services. The safety and health provisions of the Service Contract Act are administered by the Occupational Safety and Health Administration.

Notice to Employees—On the date a service employee commences work on a contract in excess of $2,500, the contractor (or subcontractor) must provide the employee with a notice of the compensation required by the act. The posting of the notice (including any applicable wage determination) contained on the reverse in a location where it may be seen by all employees performing on the contract will satisfy this requirement.

Notice in Subcontracts—The contractor is required to insert in all subcontracts the labor standards clauses specified by the regulations in 29 CFR Part 4 for Federal service contracts exceeding $2,500.

Responsibility for Secondary Contractors—Prime contractors are liable for violations of the act committed by their covered secondary contractors.

Other Obligations—Observance of the labor standards of these acts does not relieve the employer of any obligation he may have under any other laws or agreements providing for higher labor standards.

Additional Information—Additional Information and copies of the acts and applicable regulations and interpretations may be obtained from the nearest office of the Wage and Hour Division or the national office in Washington, D.C. Information pertaining to safety and health standards may be obtained from the nearest office of the Occupational Safety and Health Administration or the national office in Washington, D.C.

EMPLOYEE RIGHTS

FOR WORKERS WITH DISABILITIES PAID AT SUBMINIMUM WAGES

This establishment has a certificate authorizing the payment of subminimum wages to workers who are disabled for the work they are performing. Authority to pay subminimum wages to workers with disabilities generally applies to work covered by the **Fair Labor Standards Act (FLSA)**, **McNamara-O'Hara Service Contract Act (SCA)**, and/or **Walsh-Healey Public Contracts Act (PCA)**. Such subminimum wages are referred to as "commensurate wage rates" and are less than the basic hourly rates stated in an SCA wage determination and/or less than the FLSA minimum wage of **$7.25 per hour**. A "commensurate wage rate" is based on the worker's individual productivity, no matter how limited, in proportion to the wage and productivity of experienced workers who do not have disabilities that impact their productivity when performing essentially the same type, quality, and quantity of work in the geographic area from which the labor force of the community is drawn.

Employers shall make this poster available and display it where employees and the parents and guardians of workers with disabilities can readily see it.

WORKERS WITH DISABILITIES

Subminimum wages under section 14(c) are not applicable unless a worker's disability actually impairs the worker's earning or productive capacity for the work being performed. The fact that a worker may have a disability is not in and of itself sufficient to warrant the payment of a subminimum wage.

For purposes of payment of commensurate wage rates under a certificate, a worker with a disability is defined as: An individual whose earnings or productive capacity is impaired by a physical or mental disability, including those related to age or injury, for the work to be performed.

Disabilities which may affect productive capacity include an intellectual or developmental disability, psychiatric disability, a hearing or visual impairment, and certain other impairments. The following do not ordinarily affect productive capacity for purposes of paying commensurate wage rates: educational disabilities; chronic unemployment; receipt of welfare benefits; nonattendance at school; juvenile delinquency; and correctional parole or probation.

WORKER NOTIFICATION

Each worker with a disability and, where appropriate, the parent or guardian of such worker, shall be informed orally and in writing by the employer of the terms of the certificate under which such worker is employed.

KEY ELEMENTS OF COMMENSURATE WAGE RATES

- **Nondisabled worker standard**—The objective gauge (usually a time study of the production of workers who do not have disabilities that impair their productivity for the job) against which the productivity of a worker with a disability is measured.
- **Prevailing wage rate**—The wage paid to experienced workers who do not have disabilities that impair their productivity for the same or similar work and who are performing such work in the area. Most SCA contracts include a wage determination specifying the prevailing wage rates to be paid for SCA-covered work.
- **Evaluation of the productivity of the worker with a disability**—Documented measurement of the production of the worker with a disability (in terms of quantity and quality).

The wages of all workers paid commensurate wages must be reviewed, and adjusted if appropriate, at periodic intervals. At a minimum, the productivity of hourly-paid workers must be reevaluated at least every six months and a new prevailing wage survey must be conducted at least once every twelve months. In addition, prevailing wages must be reviewed, and adjusted as appropriate, whenever there is a change in the job or a change in the prevailing wage rate, such as when the applicable state or federal minimum wage is increased.

WIOA

The Workforce Innovation and Opportunity Act of 2014 (WIOA) amended the Rehabilitation Act by adding section 511, which places limitations on the payment of subminimum wages to individuals with disabilities by mandating the completion of certain requirements prior to and during the payment of a subminimum wage.

EXECUTIVE ORDER 13658

Executive Order 13658, Establishing a Minimum Wage for Contractors, established a minimum wage that generally must be paid to workers performing on or in connection with a covered contract with the Federal Government. Workers covered by this Executive Order and due the full Executive Order minimum wage include workers with disabilities whose wages are calculated pursuant to certificates issued under section 14(c) of the FLSA.

FRINGE BENEFITS

Neither the FLSA nor the PCA have provisions requiring vacation, holiday, or sick pay nor other fringe benefits such as health insurance or pension plans. SCA wage determinations may require such fringe benefit payments (or a cash equivalent). Workers paid under a certificate authorizing commensurate wage rates must receive the full fringe benefits listed on the SCA wage determination.

OVERTIME

Generally, if a worker is performing work subject to the FLSA, SCA, and/or PCA, that worker must be paid at least 1 1/2 times their regular rate of pay for all hours worked over 40 in a workweek.

CHILD LABOR

Minors younger than 18 years of age must be employed in accordance with the child labor provisions of the FLSA. No persons under 16 years of age may be employed in manufacturing or on a PCA contract.

PETITION PROCESS

Workers with disabilities paid at subminimum wages may petition the Administrator of the Wage and Hour Division of the Department of Labor for a review of their wage rates by an Administrative Law Judge. No particular form of petition is required, except that it must be signed by the worker with a disability or his or her parent or guardian and should contain the name and address of the employer. Petitions should be mailed to: Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue NW, Washington, D.C. 20210.

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

WH1284 REV 01/18

EMPLOYEE RIGHTS
UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

WH1321 REV 10/17

WORKER RIGHTS
UNDER EXECUTIVE ORDER 14026

FEDERAL MINIMUM WAGE FOR CONTRACTORS

$16.20 PER HOUR

EFFECTIVE JANUARY 1, 2023 – DECEMBER 31, 2023

The law requires certain federal contractors to display this poster where employees can easily see it.

MINIMUM WAGE

Executive Order 14026 (EO) requires that federal contractors pay workers performing work on or in connection with covered contracts at least (1) $15.00 per hour beginning January 30, 2022, and (2) beginning January 1, 2023, and every year thereafter, an inflation-adjusted amount determined by the Secretary of Labor in accordance with the EO and appropriate regulations. The EO hourly minimum wage in effect from January 1, 2023, through December 31, 2023, is $16.20.

TIPS

Covered tipped employees must be paid a cash wage of at least $13.75 per hour effective January 1, 2023, through December 31, 2023. If a worker's tips combined with the required cash wage of at least $13.75 per hour paid by the contractor do not equal the EO hourly minimum wage for contractors, the contractor must increase the cash wage paid to make up the difference. Certain other conditions must also be met.

EXCLUSIONS

- The EO minimum wage may not apply to some workers who provide support "in connection with" covered contracts for less than 20 percent of their hours worked in a week.
- The EO minimum wage may not apply to certain other occupations and workers.

ENFORCEMENT

The U.S. Department of Labor's Wage and Hour Division (WHD) is responsible for enforcing this law. WHD can answer questions about your workplace rights and protections, investigate employers, and recover back wages. All WHD services are free and confidential. Employers cannot retaliate or discriminate against someone who files a complaint or participates in an investigation. WHD will accept a complaint in any language. You can find your nearest WHD office online at *www.dol.gov/agencies/whd/contact/local-offices* or by calling toll-free 866-4US-WAGE (866-487-9243). We do not ask workers about their immigration status. **We can help.**

ADDITIONAL INFORMATION

- The EO applies only to new federal construction and service contracts, as defined by the Secretary in the regulations at 29 CFR part 23.
- Workers with disabilities whose wages are governed by special certificates issued under section 14(c) of the Fair Labor Standards Act must also receive no less than the full EO minimum wage rate.
- Some state or local laws may provide greater worker protections; employers must follow the law that requires the highest rate of pay.
- More information about the EO is available online at *www.dol.gov/agencies/whd/government-contracts/eo14026*

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
www.dol.gov/agencies/whd

WH1091 REV 11/22

EMPLOYEE RIGHTS

EMPLOYEE POLYGRAPH PROTECTION ACT

The Employee Polygraph Protection Act prohibits most private employers from using lie detector tests either for pre-employment screening or during the course of employment.

PROHIBITIONS

Employers are generally prohibited from requiring or requesting any employee or job applicant to take a lie detector test, and from discharging, disciplining, or discriminating against an employee or prospective employee for refusing to take a test or for exercising other rights under the Act.

EXEMPTIONS

Federal, State and local governments are not affected by the law. Also, the law does not apply to tests given by the Federal Government to certain private individuals engaged in national security-related activities.

The Act permits polygraph (a kind of lie detector) tests to be administered in the private sector, subject to restrictions, to certain prospective employees of security service firms (armored car, alarm, and guard), and of pharmaceutical manufacturers, distributors and dispensers.

The Act also permits polygraph testing, subject to restrictions, of certain employees of private firms who are reasonably suspected of involvement in a workplace incident (theft, embezzlement, etc.) that resulted in economic loss to the employer.

The law does not preempt any provision of any State or local law or any collective bargaining agreement which is more restrictive with respect to lie detector tests.

EXAMINEE RIGHTS

Where polygraph tests are permitted, they are subject to numerous strict standards concerning the conduct and length of the test. Examinees have a number of specific rights, including the right to a written notice before testing, the right to refuse or discontinue a test, and the right not to have test results disclosed to unauthorized persons.

ENFORCEMENT

The Secretary of Labor may bring court actions to restrain violations and assess civil penalties against violators. Employees or job applicants may also bring their own court actions.

THE LAW REQUIRES EMPLOYERS TO DISPLAY THIS POSTER WHERE EMPLOYEES AND JOB APPLICANTS CAN READILY SEE IT.

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

WH1462 REV 07/16

Know Your Rights:
Workplace Discrimination is Illegal

The U.S. Equal Employment Opportunity Commission (EEOC) enforces Federal laws that protect you from discrimination in employment. If you believe you've been discriminated against at work or in applying for a job, the EEOC may be able to help.

Who is Protected?

- Employees (current and former), including managers and temporary employees
- Job applicants
- Union members and applicants for membership in a union

What Organizations are Covered?

- Most private employers
- State and local governments (as employers)
- Educational institutions (as employers)
- Unions
- Staffing agencies

What Types of Employment Discrimination are Illegal?

Under the EEOC's laws, an employer may not discriminate against you, regardless of your immigration status, on the bases of:

- Race
- Color
- Religion
- National origin
- Sex (including pregnancy and related conditions, sexual orientation, or gender identity)
- Age (40 and older)
- Disability
- Genetic information (including employer requests for, or purchase, use, or disclosure of genetic tests, genetic services, or family medical history)
- Retaliation for filing a charge, reasonably opposing discrimination, or participating in a discrimination lawsuit, investigation, or proceeding.

What Employment Practices can be Challenged as Discriminatory?

All aspects of employment, including:

- Discharge, firing, or lay-off
- Harassment (including unwelcome verbal or physical conduct)
- Hiring or promotion
- Assignment
- Pay (unequal wages or compensation)
- Failure to provide reasonable accommodation for a disability or a sincerely-held religious belief, observance or practice
- Benefits
- Job training
- Classification
- Referral
- Obtaining or disclosing genetic information of employees
- Requesting or disclosing medical information of employees
- Conduct that might reasonably discourage someone from opposing discrimination, filing a charge, or participating in an investigation or proceeding.

What can You Do if You Believe Discrimination has Occurred?

Contact the EEOC promptly if you suspect discrimination. Do not delay, because there are strict time limits for filing a charge of discrimination (180 or 300 days, depending on where you live/work). You can reach the EEOC in any of the following ways:

Submit an inquiry through the EEOC's public portal: *https://publicportal.eeoc.gov/Portal/Login.aspx*

Call 1–800–669–4000 (toll free)
1–800–669–6820 (TTY)
1–844–234–5122 (ASL video phone)

Visit an EEOC field office (information at *www.eeoc.gov/field-office*)

E-Mail *info@eeoc.gov*

Additional information about the EEOC, including information about filing a charge of discrimination, is available at *www.eeoc.gov*.

EMPLOYERS HOLDING FEDERAL CONTRACTS OR SUBCONTRACTS

The Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) enforces the nondiscrimination and affirmative action commitments of companies doing business with the Federal Government. If you are applying for a job with, or are an employee of, a company with a Federal contract or subcontract, you are protected under Federal law from discrimination on the following bases:

Race, Color, Religion, Sex, Sexual Orientation, Gender Identity, National Origin

Executive Order 11246, as amended, prohibits employment discrimination by Federal contractors based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

Asking About, Disclosing, or Discussing Pay

Executive Order 11246, as amended, protects applicants and employees of Federal contractors from discrimination based on inquiring about, disclosing, or discussing their compensation or the compensation of other applicants or employees.

Disability

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals with disabilities from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment by Federal contractors. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship to the employer. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

Protected Veteran Status

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits employment discrimination against, and requires affirmative action to recruit, employ, and advance in employment, disabled veterans, recently separated veterans (i.e., within three years of discharge or release from active duty), active duty wartime or campaign badge veterans, or Armed Forces service medal veterans.

Retaliation

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination by Federal contractors under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under OFCCP's authorities should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP)
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210
1–800–397–6251 (toll-free)

If you are deaf, hard of hearing, or have a speech disability, please dial 7–1–1 to access telecommunications relay services. OFCCP may also be contacted by submitting a question online to OFCCP's Help Desk at *https://ofccphelpdesk.dol.gov/s/*, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor and on OFCCP's "Contact Us" webpage at *https://www.dol.gov/agencies/ofccp/contact*.

PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

Race, Color, National Origin, Sex

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

Individuals with Disabilities

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

(Revised 10/20/2022)

EMPLOYEE RIGHTS
UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION



LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

BENEFITS & PROTECTIONS

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division

WAGE AND HOUR DIVISION

WH1420 REV 04/16

EMPLOYEE RIGHTS

UNDER THE FAIR LABOR STANDARDS ACT

FEDERAL MINIMUM WAGE

$7.25 PER HOUR

BEGINNING JULY 24, 2009

The law requires employers to display this poster where employees can readily see it.

OVERTIME PAY

At least 1½ times the regular rate of pay for all hours worked over 40 in a workweek.

CHILD LABOR

An employee must be at least 16 years old to work in most non-farm jobs and at least 18 to work in non-farm jobs declared hazardous by the Secretary of Labor. Youths 14 and 15 years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs with certain work hours restrictions. Different rules apply in agricultural employment.

TIP CREDIT

Employers of "tipped employees" who meet certain conditions may claim a partial wage credit based on tips received by their employees. Employers must pay tipped employees a cash wage of at least $2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employer's cash wage of at least $2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference.

NURSING MOTHERS

The FLSA requires employers to provide reasonable break time for a nursing mother employee who is subject to the FLSA's overtime requirements in order for the employee to express breast milk for her nursing child for one year after the child's birth each time such employee has a need to express breast milk. Employers are also required to provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by the employee to express breast milk.

ENFORCEMENT

The Department has authority to recover back wages and an equal amount in liquidated damages in instances of minimum wage, overtime, and other violations. The Department may litigate and/or recommend criminal prosecution. Employers may be assessed civil money penalties for each willful or repeated violation of the minimum wage or overtime pay provisions of the law. Civil money penalties may also be assessed for violations of the FLSA's child labor provisions. Heightened civil money penalties may be assessed for each child labor violation that results in the death or serious injury of any minor employee, and such assessments may be doubled when the violations are determined to be willful or repeated. The law also prohibits retaliating against or discharging workers who file a complaint or participate in any proceeding under the FLSA.

ADDITIONAL INFORMATION

- Certain occupations and establishments are exempt from the minimum wage, and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa, the Commonwealth of the Northern Mariana Islands, and the Commonwealth of Puerto Rico.
- Some state laws provide greater employee protections; employers must comply with both.
- Some employers incorrectly classify workers as "independent contractors" when they are actually employees under the FLSA. It is important to know the difference between the two because employees (unless exempt) are entitled to the FLSA's minimum wage and overtime pay protections and correctly classified independent contractors are not.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

WH1088 REV 07/16

U.S. Department of Labor

OSHA®
Occupational Safety and Health Administration

Job Safety and Health
IT'S THE LAW!

All workers have the right to:

- A safe workplace.
- Raise a safety or health concern with your employer or OSHA, or report a work-related injury or illness, without being retaliated against.
- Receive information and training on job hazards, including all hazardous substances in your workplace.
- Request a confidential OSHA inspection of your workplace if you believe there are unsafe or unhealthy conditions. You have the right to have a representative contact OSHA on your behalf.
- Participate (or have your representative participate) in an OSHA inspection and speak in private to the inspector.
- File a complaint with OSHA within 30 days (by phone, online or by mail) if you have been retaliated against for using your rights.
- See any OSHA citations issued to your employer.
- Request copies of your medical records, tests that measure hazards in the workplace, and the workplace injury and illness log.

This poster is available free from OSHA.

Employers must:

- Provide employees a workplace free from recognized hazards. It is illegal to retaliate against an employee for using any of their rights under the law, including raising a health and safety concern with you or with OSHA, or reporting a work-related injury or illness.
- Comply with all applicable OSHA standards.
- Notify OSHA within 8 hours of a workplace fatality or within 24 hours of any work-related inpatient hospitalization, amputation, or loss of an eye.
- Provide required training to all workers in a language and vocabulary they can understand.
- Prominently display this poster in the workplace.
- Post OSHA citations at or near the place of the alleged violations.

On-Site Consultation services are available to small and medium-sized employers, without citation or penalty, through OSHA-supported consultation programs in every state.

Contact OSHA. We can help.



1-800-321-OSHA (6742) • TTY 1-877-889-5627 • www.osha.gov

OSHA 3165-04R 2019

YOUR RIGHTS UNDER USERRA

THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT

USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

REEMPLOYMENT RIGHTS

You have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed service and:

- ☆ you ensure that your employer receives advance written or verbal notice of your service;
- ☆ you have five years or less of cumulative service in the uniformed services while with that particular employer;
- ☆ you return to work or apply for reemployment in a timely manner after conclusion of service; and
- ☆ you have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.

RIGHT TO BE FREE FROM DISCRIMINATION AND RETALIATION

If you:

- ☆ are a past or present member of the uniformed service;
- ☆ have applied for membership in the uniformed service; or
- ☆ are obligated to serve in the uniformed service;

then an employer may not deny you:

- ☆ initial employment;
- ☆ reemployment;
- ☆ retention in employment;
- ☆ promotion; or
- ☆ any benefit of employment

because of this status.

In addition, an employer may not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

HEALTH INSURANCE PROTECTION

- ☆ If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military.
- ☆ Even if you don't elect to continue coverage during your military service, you have the right to be reinstated in your employer's health plan when you are reemployed, generally without any waiting periods or exclusions (e.g., pre-existing condition exclusions) except for service-connected illnesses or injuries.

ENFORCEMENT

- ☆ The U.S. Department of Labor, Veterans Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations.
- ☆ For assistance in filing a complaint, or for any other information on USERRA, contact VETS at **1-866-4-USA-DOL** or visit its website at https://www.dol.gov/agencies/vets/. An interactive online USERRA Advisor can be viewed at https://webapps.dol.gov/elaws/vets/userra
- ☆ If you file a complaint with VETS and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice or the Office of Special Counsel, as applicable, for representation.
- ☆ You may also bypass the VETS process and bring a civil action against an employer for violations of USERRA.

The rights listed here may vary depending on the circumstances. The text of this notice was prepared by VETS, and may be viewed on the internet at this address: https://www.dol.gov/agencies/vets/programs/userra/poster Federal law requires employers to notify employees of their rights under USERRA, and employers may meet this requirement by displaying the text of this notice where they customarily place notices for employees.

U.S. Department of Labor
1-866-487-2365

U.S. Department of Justice

Office of Special Counsel

1-800-336-4590

Publication Date — May 2022

EMPLOYEE RIGHTS

UNDER THE NATIONAL LABOR RELATIONS ACT

The NLRA guarantees the right of employees to organize and bargain collectively with their employers, and to engage in other protected concerted activity. Employees covered by the NLRA* are protected from certain types of employer and union misconduct. This Notice gives you general information about your rights, and about the obligations of employers and unions under the NLRA. Contact the National Labor Relations Board, the Federal agency that investigates and resolves complaints under the NLRA, using the contact information supplied below, if you have any questions about specific rights that may apply in your particular workplace.

Under the NLRA, you have the right to:

- **Organize a union** to negotiate with your employer concerning your wages, hours, and other terms and conditions of employment.
- **Form, join or assist a union**.
- **Bargain collectively** through representatives of employees' own choosing for a contract with your employer setting your wages, benefits, hours, and other working conditions.
- **Discuss your terms and conditions of employment** or union organizing with your co-workers or a union.
- **Take action** with one or more co-workers to improve your working conditions by, among other means, raising work-related complaints directly with your employer or with a government agency, and seeking help from a union.
- **Strike and picket**, depending on the purpose or means of the strike or the picketing.
- **Choose not to do any of these activities**, including joining or remaining a member of a union.

Illegal conduct will not be permitted. If you believe your rights or the rights of others have been violated, you should contact the NLRB promptly to protect your rights, generally within six months of the unlawful activity. You may inquire about possible violations without your employer or anyone else being informed of the inquiry. Charges may be filed by any person and need not be filed by the employee directly affected by the violation. The NLRB may order an employer to rehire a worker fired in violation of the law and to pay lost wages and benefits, and may order an employer or union to cease violating the law. Employees should seek assistance from the nearest regional NLRB office, which can be found on the Agency's website: **www.nlrb.gov**.

Under the NLRA, it is illegal for a union or for the union that represents you in bargaining with your employer to:

- **Threaten** you that you will lose your job unless you support the union.
- **Refuse to process a grievance** because you have criticized union officials or because you are not a member of the union.
- **Use or maintain discriminatory standards or procedures** in making job referrals from a hiring hall.
- **Cause or attempt to cause an employer to discriminate against you** because of your union-related activity.
- **Take other adverse action against you** based on whether you have joined or support the union.

If you and your coworkers select a union to act as your collective bargaining representative, your employer and the union are required to bargain in good faith in a genuine effort to reach a written, binding agreement setting your terms and conditions of employment. The union is required to fairly represent you in bargaining and enforcing the agreement.

You can also contact the NLRB by calling toll-free: **1-844-762-NLRB (6572)**. Language assistance is available. Hearing impaired callers who wish to speak to an NLRB representative should send an email to **relay.service@nlrb.gov**. An NLRB representative will email the requestor with instructions on how to schedule a relay service call.

SCAN TO LEARN MORE

Under the NLRA, it is illegal for your employer to:

- **Prohibit you from soliciting for a union during non-work time**, such as before or after work or during break times; or from distributing union literature during non-work time, in non-work areas, such as parking lots or break rooms.
- **Question you about your union** support or activities in a manner that discourages you from engaging in that activity.
- **Fire, demote, or transfer you, or reduce your hours or change your shift**, or otherwise take adverse action against you, or threaten to take any of these actions, because you join or support a union, or because you engage in concerted activity for mutual aid and protection, or because you choose not to engage in any such activity.
- **Threaten to close your workplace** if workers choose a union to represent them.
- **Promise or grant promotions, pay raises, or other benefits** to discourage or encourage union support.
- **Prohibit you from wearing union hats, buttons, t-shirts, and pins in the workplace** except under special circumstances.
- **Spy on or videotape peaceful union activities** and gatherings or pretend to do so.

*The National Labor Relations Act covers most private-sector employers. Excluded from coverage under the NLRA are public-sector employees, agricultural and domestic workers, independent contractors, workers employed by a parent or spouse, employees of air and rail carriers covered by the Railway Labor Act, and supervisors (although supervisors that have been discriminated against for refusing to violate the NLRA may be covered).