

2024

# Employee Handbook

**ELITE MANAGEMENT USA**

## INTRODUCTION

We have prepared this Employee Handbook to acquaint you with the basic employment policies and practices we follow at Elite Management, (or the “Company”). This handbook includes general outlines of employment policies, benefits, and rules applicable to employees. You should become familiar with this and refer to it whenever you have questions about policies or benefits. You should also feel free to ask your supervisor or Human Resources (HR) any questions you may have about our practices. You must keep your handbook in a convenient place so that you may add any revisions and/or additions as they occur, and so that you can refer to it whenever you have any questions. It is your responsibility to keep your handbook up to date.

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

Elite Management reserves the right to revoke, change, or supplement its policies, procedures, and benefits at any time without prior notice. This handbook supersedes all previously expressed policies, procedures, or statements of benefits (whether or not in writing) to the extent they are inconsistent with this handbook.

This handbook and the policies, procedures, and benefits described herein are not intended as a guarantee of continuity of benefits or rights. Because employment at Elite Management is at-will, no right of employment or employment for any term is intended or may be inferred from any statements in this handbook.

## WELCOME

Welcome to Elite Management (“Elite Management” or the “Company”), an agency whose mission is to handle administrative services so that home care agencies can focus on what’s most important, patient care. At Elite Management, the highest level of quality of our customer service is our ultimate goal.



**Our Passion:** To give people a better life than yesterday

**Our Core Focus:** To provide the best patient care at home, through efficient & effective systems

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## **EMPLOYMENT AT WILL**

Employment at Elite Management is voluntarily entered into for no specific term or period of time.

Elite Management has the absolute right to terminate employees at any time, with or without cause, and with or without notice, in its sole discretion. Similarly, employees are free to resign at any time.

Elite Management's relationship with its employees is and always will be one of voluntary employment "at will." Neither these policies nor any other Elite Management document confers any contractual right, either expresses or implied, to remain in Elite Management's employ or places any limitations on its right to terminate the employment relationship. Employment for a specific term cannot be guaranteed or promised except pursuant to a specific written agreement. Only the Integrator (and no other Elite Management representative) has the authority to enter into any agreement for employment for any specific duration. Moreover, no such agreement shall be enforceable unless in writing and duly executed by the employee and the Integrator.

## **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

Elite Management subscribes to a policy of equal opportunity. Elite Management does not discriminate in employment opportunities or practices on the basis of race, color, creed, national origin, religion, age, sex, disability, sexual orientation, reproductive health decisions or any other characteristic protected by law. This policy governs all aspects of employment including, but not limited to, recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, layoff and termination. All employment-related decisions are based solely on relevant criteria including training, experience and suitability.

Elite Management will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a Company representative with day-to-day personnel responsibilities and request such an accommodation.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor. Employees may also bring these issues to the attention of senior management, particularly if the supervisor is the problem. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment

## **AMERICANS WITH DISABILITIES ACT & REASONABLE ACCOMMODATIONS**

To ensure equal employment opportunities to qualified individuals with a disability, Elite Management will make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the business would result. Employees who may require a reasonable accommodation should contact the HR Department.

## **GENDER PAY INEQUITY**

Elite Management subscribes to a New Jersey and federal law that prohibits employers from discriminating against an individual with respect to his/her pay, compensation, benefits, or terms, conditions or privileges of employment because of the individual's sex.

## **POLICY PROHIBITING WORKPLACE HARASSMENT**

Elite Management is 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. It is Elite Management's policy that every employee has the right to work free of harassment, sexual or otherwise. This policy applies to all persons involved in the operation of Elite Management and prohibits unlawful harassment by all employees, including management.

### **1. Harassment Prohibited**

- a. **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.).
- iii) 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 policy 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 Elite Management'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.

## 2. Fraternization

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

If any employee of Elite Management enters into a consensual relationship that is romantic or sexual in nature with a member of his or her staff (an employee who reports directly or indirectly to him or her), or if one of the parties is in a supervisory capacity in the same department in which the other party works, the parties must notify the Staff HR Director or other appropriate corporate officer. Because of potential issues regarding quid pro quo harassment, Elite Management has made reporting mandatory. This requirement does not apply to employees who do not work in the same department or to parties where neither one supervises or otherwise manages responsibilities over the other. The relationship may not continue while the employees remain working together. The company will make every effort to locate another appropriate, open position for one party. If no other jobs are available for either party, the parties will be given the option of terminating their relationship or resigning.

### **3. Complaints**

Any employee who believes that he or she has been harassed in violation of this policy by any supervisor, management official, other employee, or any other person in connection with employment with Elite Management should follow the procedures outlined below without fear of retaliation and, to the maximum extent possible, with an assurance of confidentiality and discretion consistent with our ability to conduct an investigation of the complaint.

If the complaint has merit, Elite Management will take corrective action. Violators of this policy will be subject to disciplinary action including, but not limited to, counseling the accused, suspension and termination of employment.

### **4. Procedure**

- a. An employee who believes that he or she has been subject to harassment (sexual or otherwise) should report the incident immediately to the Staff HR Director. If that is uncomfortable for the employee, the employee may contact their director, or any other member of management. Should an employee notify his/her supervisor or any other member of management of an alleged violation of Elite Management's policy, it shall be the supervisor's or manager's responsibility to notify the Staff HR Director who will assist and/or arrange for an investigation of the complaint. Any reported allegations of harassment will be investigated promptly. The investigation may include individual interviews with the people involved and where necessary, with individuals who may have observed the alleged conduct or may have relevant information. Under no circumstances shall the person responsible for the alleged violation participate in conducting the investigation.
  - i) The question of whether a particular action or incident is prohibited requires a determination based on all of the facts available in the matter. It is incumbent upon the person investigating the complaint to ensure that the alleged incident and the investigatory process is appropriately documented.
- b. Upon completion of the investigation, the matter will be reviewed with appropriate senior management of Elite Management and a decision will be made regarding

appropriate discipline, if any, for the responsible individual and, if appropriate, redress for the aggrieved employee. It is Elite Management's goal to reach the decision as promptly as possible.

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

## **5. Confidentiality**

Confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate. All records and data assembled in connection with the investigation of the complaint shall be kept separate and apart from the relevant individuals' personnel files. Any record of disciplinary action resulting from a complaint of discrimination or harassment shall be included in the personnel file of the disciplined employee.

In addition, in order to minimize needless rumors and other adverse consequences, any employee bringing a complaint or assisting in the investigation of a complaint should use his or her best efforts to keep the complaint and investigation process strictly confidential except to the extent necessary to pursue the complaint.

## **6. Protection Against Retaliation**

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

## **7. False and Malicious Accusations**

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

## **EMPLOYEE GRIEVANCES**

Employees are encouraged to talk to each other to resolve their problems. When this isn't possible, employees should know how to file a grievance:

1. Communicate informally with their direct supervisor. The supervisor will try to resolve the issue.
2. If an issue is regarding an employee's supervisor, the employee should reach out to Staff HR Director and cooperate with all other procedures.
3. The Staff HR Director will investigate the matter and will move swiftly to resolve the issue.

## **STANDARDS OF CONDUCT**

All of the Elite Management (the agency) business affairs must be conducted in accordance with federal, state and local laws, professional standards, applicable federally funded health care program regulations and policies and with honesty, fairness and integrity. Employees should perform their duties in good faith, in a manner that he or she reasonably believes to be in the best interest of the agency and its patients and with the same care that a reasonably prudent person in the same position would use under similar circumstances. To further these overall goals, a number of policies or standards of conduct have been adopted by the agency.

### **Standards**

These Standards of Conduct apply to all employees, including supervisors, managers, directors and administrators. They also apply to temporary and contract employees and where practical to independent contractors doing business with the agency. These Standards are not intended to cover every situation which may be encountered, and employees should comply with all applicable laws and regulations whether or not specifically addressed in the policies.

Questions about the existence, interpretation or application of any law, regulation, policy or standard should be directed, without hesitation, to an employee's supervisor, manager or director or to the Staff HR Director. Because laws, regulations and policies are constantly evolving, these standards will be revised and updated as needed. Revisions will be communicated timely to company employees. Failure to comply with the Standards of Conduct or to conduct business in an honest, ethical, reliable manner can result in civil fines or criminal penalties against the company and its employees or disciplinary action by the company, including termination. Supervisors are responsible for ensuring that their employees receive a copy of these policies and participate in mandatory training related to them.

### **Conflict of Interest**

In order to perform their duties with honesty and fairness and in the best interest of the agency and employees must avoid conflicts of interest in their employment. Conflicts of interest may arise from having a position or interest in or furnishing managerial or consultative services to any concern or business from which the agency obtains goods or services or with which it competes or does business, from soliciting or accepting gifts, excessive entertainment or gratuities from any person or entity that does or is seeking to do business with the agency and from using agency property for personal or private purposes. Conflicts also may arise in other ways. If an employee has any doubt or any question about any of his or her proposed activities, guidance or advice should be obtained from the Staff HR Director.

## **Confidentiality of Information – Company & Otherwise**

During your employment with Elite Management, you may have access to confidential and proprietary information. This confidential information constitutes a valuable asset of the company, developed over a long period of time and at substantial expense. As a result, Elite Management requires all employees to sign a confidentiality agreement as a condition of employment. All employees are required to maintain such information in strict confidence.

Should an occasion arise in which you are unsure of your obligations under this policy, it is your responsibility to consult with your supervisor. Failure to comply with this policy could result in disciplinary action, up to and including termination.

A patient's health care record is the property of the agency and shall be maintained to serve the patient, necessary health care providers, the institution and third-party payors such as Medicaid in accordance with legal, accrediting and regulatory agency requirements. The information contained in the health care record belongs to the patient and the patient is entitled to the protection of that information. All patient care information is regarded as confidential and available only to authorized users such as treating or consulting physicians and employees who may be providing patient care and to third party payors in order to facilitate reimbursement. The operations, activities, business affairs and finances of the agency should also be kept confidential and discussed or made available only to authorized users.

## **Workplace Administrative Searches**

To assist in providing a reliable, efficient and productive work force for the proper care of patients, to assist in providing employees with a safe working environment, to assist in the effective operation of the Alcohol and Drug Policy, supervisors may conduct unannounced administrative searches of agency premises, offices, work areas, property and equipment and the contents of such property and equipment. No employee should have any expectation of privacy on the agency property or in their offices or work areas including lockers, desks, cabinets, drawers, shelves or trash cans or in folders, envelopes or packages located on agency premises. In addition, searches of temporary space of live in aides at clients of the Agency may be subject to search at the discretion of the Agency as a result of a complaint of a patient whose property is occupied.

Personal possessions or materials should not be brought to work if they are of a sensitive or confidential nature. Other policies permit monitoring of and access to computers by supervisors. The use of computers, e-mail and access to the Internet must be reasonable and responsible.



## **Fraud & Abuse**

Employees shall refrain from conduct, which may violate the fraud and abuse laws. These laws prohibit (1) direct, indirect or disguised payments in exchange for the referral of patients; (2) the submission of false, fraudulent or misleading claims to any government entity or third party payor, including claims for services not rendered, claims which characterize the service differently than the service actually rendered or claims which do not otherwise comply with applicable program or contractual requirements; and (3) making false representations to any person or entity in order to gain or retain participation in a program or to obtain payment or excessive payment for any service.

## **Business Ethics**

Employees must accurately and honestly represent the agency and should not engage in any activity or scheme intended to defraud anyone of money, property or honest services.

## **Financial Reporting**

All financial reports, accounting records, research reports, expense accounts, time sheets and other documents must accurately and clearly represent the relevant facts or the true nature of a transaction. Improper or fraudulent accounting, documentation or financial reporting is not only contrary to agency policy, it may be in violation of applicable laws. Sufficient and competent evidential matter or documentation shall support all cost reports.

## **Protection of Assets**

The agency will make available to employees assets and equipment necessary to conduct agency business including such items as computer hardware and software, billing and medical records, both hardcopy and in electronic format, fax machines, office supplies and various types of medical equipment. Employees should strive to use agency assets in a prudent and effective manner. The agency property should not be used for personal reasons or be removed from the agency without approval from a departmental manager. An employee who believes that any medical equipment is not operating properly nor has an inaccurate calibration should immediately report the problem to his or her supervisor.

## **Anti-Competitive Conduct**

The agency will not engage in anticompetitive conduct that could produce an unreasonable restraint of trade or a substantial lessening of competition. Evaluation of anti-competitive conduct requires legal guidance. Communication by employees with competitors

about matters that could be perceived to have the effect of lessening competition or could be considered as collusion or an attempt to fix prices should take place only after consultation with legal counsel.

### **Credit Balances**

The agency will comply with Federal and State laws and regulations governing credit balance reporting and refund all overpayments in a timely manner.

### **Financial Inducements**

No employee shall offer any financial inducement, gift, payoff, kickback, or bribe intended to induce, influence or reward favorable decisions of any government personnel or representative, any customer, contractor or vendor in a commercial transaction or any person in a position to benefit the agency or the employee in any way. Employees are strictly prohibited from engaging in any corrupt business practice either directly or indirectly. No employee shall make or offer to make any payment or provide any other thing of value to another person with the understanding or intention that such payment or other thing of value is to be used for an unlawful or improper purpose. Appropriate commissions, rebates, discounts and allowances are customary and acceptable business inducements provided that they are approved by Administration and that they do not constitute illegal or unethical payments. Any such payments must be reasonable in value, competitively justified, properly documented, and made to the business entity to which the original agreement or invoice was made or issued. Such payments should not be made to individual employees or agents of business entities.

### **False Claims Act**

The Federal False Claims Act is a law that prohibits a person or entity, such as the agency from “knowingly” presenting or causing to be presented a false or fraudulent claim for payment or approval to the Federal Government and from “knowingly” making, using or causing to be made a false record or statement to get a false or fraudulent claim paid or approved by the Federal Government. These prohibitions extend to claims submitted to federal health care programs, such as Medicaid. The terms “knowing” and “knowingly” is having knowledge of the information, acts in deliberate ignorance of the truth or falsity of the information and acts in reckless disregard of the truth or falsity of the information.

A person or entity found guilty of violation can be obligated to pay civil penalties and for actual damages. A person or entity can also find themselves excluded from the Medicaid programs if found in violation.

Please note, a private person who brings civil actions for violations to the False Claims Act is entitled to receive percentages of monies obtained through settlements and is protected by the Non-Retaliation and Non-Retribution for Reporting Policy of the Compliance policy.

The state of New Jersey has additional laws and penalties under the NJ False Claims Act. A person or entity may be held liable under the New Jersey FCA for false claims submitted to New Jersey. In addition, private individuals who know about fraud against NJ are permitted to bring a lawsuit against a third party on behalf of the State. Financial rewards may be awarded to whistleblowers of up to 15-30% of the recovery.

### **Whistleblower Policy**

A whistleblower as defined by this policy is an employee of Elite Management who reports an activity that they consider to be illegal or dishonest. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities. Examples of illegal or dishonest activities are violations of Federal, State or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact his/her immediate supervisor, the Compliance Officer, or the Staff HR Director/ HR Department. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

Whistleblower protections are provided in two important areas -- confidentiality and against retaliation. If possible, the confidentiality of the whistleblower will be maintained, however identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. The Company will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact the Compliance Officer or the Staff HR Director/ HR Department immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

### **Non-Retaliation and Non-Retribution for Reporting**

The agency understands that employees may not report concerns if they feel that they will be subject to retaliation or retribution or harassment for reporting the concern. To reassure employees who wish to report concerns through the Compliance Officer, or directly to the HR Department, a non-retaliation /non-retribution policy has been established. Supervisors,

managers or employees are not permitted to engage in retaliation, retribution or any form of harassment directed against an employee who reports a compliance concern.

Anyone who is involved in any act of retaliation or retribution against an employee that has reported suspected misconduct in good faith will be subject to disciplinary action. Employees have the responsibility to report, in good faith, concerns about actual or potential wrongdoing.

The company is committed to a policy that encourages timely disclosure of such concerns and prohibits any action directed against an employee, manager or staff member for making a good faith report of a concern.

Any manager, supervisor or employee who engages in retribution, retaliation or harassment against a reporting employee is subject to discipline up to and including dismissal on first offense.

All instances of retaliation, retribution or harassment against reporting employees will be brought to the attention of the Compliance Officer who will, in conjunction with Legal and Human Resources, investigate and determine the appropriate discipline, if any. If an employee 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 an employee, even if the error constitutes inappropriate or inadequate performance, will be considered a positive constructive action by the employee.

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

### **Health Insurance Portability and Accountability Act (HIPAA)**

HIPAA is a Federal law and its purpose is to protect the privacy of personal medical information that is shared with doctors, nurses, hospitals, insurance companies and other health care providers.

HIPAA's Privacy Rule puts new limits on how personal medical information is used and shared, gives clients the right to access their medical records and puts greater protection on those medical records. In the past, personal health information was sold or shared to make decisions regarding employment, for marketing purposes, to coordinate care for disease management and to help determine drug costs. This was done without notice to or consent of the client. The Privacy Rule applies to all forms of personal health information – written, electronic or oral.

*Who has to follow the HIPAA Rules:* All health care providers – doctors, nurses, caregivers, insurance companies, health care agencies, hospitals, laboratories and business associates of these persons must follow the HIPAA rules.

*What is personal health information:* Personal Health information includes any information regarding the past, present or future physical or mental health or condition of a person that is used for treatment or payment of healthcare. The HIPAA rules include additional information that is protected by the privacy rule – any information that can be used to identify individuals. This might be the name, social security number, address, health insurance numbers, doctor’s name, diagnosis, etc. This information can connect a person to specific health information. Protected Health Information (PHI) is that personal health information that is transmitted or stored electronically or in any form other than hard copy.

*What does the Company have to do to meet the new regulations:* The Company must do several things in order to fulfill its legal obligations. We must provide client and employee education about the privacy rights and how client information can be used. Policies and procedures must be developed for the client and employee to follow. All employees must be trained about the policies and procedures. Most important of all, employees must be aware of the way that they contribute to the maintenance of client confidentiality – not discussing cases with people who are not involved in the client’s care, keeping records secure and out of the sight of people who do not work for the agency, properly destroying client documents that are no longer needed or pieces of paper that have client information written on them, disclosing only the minimum amount of information that is needed, taking other measures to protect client confidentiality such as learning about practices.

*What information does the client need to know:* Clients will be informed of the new privacy rule and their rights under this rule, through a “Notice of Privacy Rights”. The nurse will give this document to the client at the time of the first nursing visit and will ask the client to sign a consent form to use and share the PHI for treatment, payment and health care operations. This consent form must be kept on file for six years.

*How can PHI be used and disclosed legally:* In order for a client to receive treatment, have the treatment paid for by their insurance company and for the health care agency to operate, protected health information (PHI) must be used and disclosed by the people involved in the care of the client. PHI is used when it is shared, examined, applied and analyzed. PHI is disclosed when it is released, transferred or accessed in any way outside the health care agency. PHI may be used or disclosed in the following instances: for treatment, payment or health care operations; with authorization or agreement from the client; for disclosure to the client; for incidental uses such as doctors talking to clients in a hospital room or on the phone or a nurse who is taking care of the client. For other uses or disclosures, the client must sign a special authorization form.

*What requirements are related to the special authorization form:* This form must be signed by the client when information must be used or shared with a third party for purpose not related

to treatment, payment or health care operations. The authorization may be revoked by the client at any time. Each authorization must give a specific description of the information to be used or shared, the name of the person who is getting the information, the purpose of the disclosure, the date of expiration of authorization and it must be written in plain English. The information that is shared must be the minimum necessary.

*Are there other times when PHI can be disclosed without obtaining a special authorization:* Yes, PHI may be legally disclosed without obtaining a special authorization from the client for the purpose of audits, civil and criminal investigations, law enforcement, judicial and administrative proceedings, reporting public health and safety and suspected/known cases of abuse, neglect or domestic violence and other legal requirements. In emergency circumstances PHI may be disclosed. PHI may also be shared with relatives, coroners and medical examiners.

*Can I tell if the client says I can:* Disclosure may be made to family members, friends or other people that clients indicate is involved in their care or payment of health care unless the client objects in whole or part. In any other situation not described previously, the client's written authorization must be obtained to disclose any PHI.

*What if "they" are listening:* An incidental use or disclosure is a secondary use of disclosure that cannot reasonably be prevented, is limited in nature and occurs as a result of an otherwise permitted use or disclosure. They are permitted only to the extent that reasonable safeguards have been applied and do not disclose any more of the PHI than is necessary to accomplish the permitted use or disclosure – this is known as the Minimum Necessary Standard. An example might be the disclosure about a client by a home health caregiver in the client's home that might be overheard by the other family members not involved in the client's care.

*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 employees may have the same amount of information about a client. Each employee should have only the information that is necessary for them to carry out their job. This rule does not apply to use or disclosure of medical records for treatment purposes since the health care provider needs access to the entire record to provide quality care.

*What happens if an individual or agency fails to follow these laws:* Failure to comply may result in civil and/or criminal penalties.

*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.

*Does HIPAA have any other part beside the Privacy Rule:* Yes, there are three parts to the HIPAA regulations. You have already heard about the Privacy Rule. HIPAA also sets standards for the electronic transmission of PHI in order to standardize how this is done throughout the country.

There will also be a Security Rule which will create standards governing the security of protected health information (PHI); these regulations have not been written yet.

## **WORKPLACE POLICIES**

### **Orientation**

Every employee will receive a full orientation to Elite Management upon beginning their employment. Orientation shall include a discussion of this handbook and will address any questions that an employee may have. The Staff HR Director will inform you as to the date and location of the orientation. You must attend orientation within the first 3 days of hire, without exception.

### **Standard Work Hours**

Monday- Thursday: 9:00 am to 5:00 pm

Friday: 9:00 am to 1:00 pm

Exempt employees' work hours may vary depending on the position. Please speak with your supervisor regarding your work hours.

### **Employee Classifications**

Full Time employees: Employees who work 30 hours per week or more

Part Time employees: Employees who work less than 30 hours per week and are not entitled to benefits

Temporary employees: Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the company's full-time schedule for a limited duration. Typically, not eligible for benefits and can be part time or full time.

Exempt: Exempt employees are paid on a salaried basis and are not eligible to receive overtime pay.

Non-Exempt: Nonexempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked. Overtime must be approved in advance.

Please note: when and if an employee is switching from full-time to part-time (under 30 hours), the employee will lose all benefits including insurance and any accumulated vacation time.

## **Clock-In:**

Elite Management employees must clock in and out at the beginning and end of each work day. Upon the start of employment, the employee's fingerprint will be recorded to the clock in machine. Employees must also clock out and in for meal time.

Clock in is the employee's responsibility. If there's an issue with the clock in or the employee failed to punch in or out, the employee's director must be notified. Paychecks will not be accurate without proper clock in/out.

## **Meal Time**

### Part Time employees:

- Employees working 6-8 hours a day, are eligible to a 30-minute lunch break
- Employees working fewer than 6 hours in a day, are not eligible for any paid lunch time.

Full Time employees: Employees working a full 8-hour day, are entitled to a one hour paid lunch period. However, this may vary per department. Satellite office employees receive a half hour break. Employees may not work through lunch or forego the lunch period in order to shorten the workday.

Please note:

- No additional breaks are given. If additional breaks are needed, it must be taken off from the allotted lunch hour.
- If an employee arrives late or leaves early, his/her lunch break is according to the number of hours he/she worked. For example, an employee whose scheduled hours are 9am-5pm but arrives at 10am is only eligible for a 30-minute lunch break.
- Lunch must be taken between 11:00am and 2:00pm. Employees must clock in and out for their lunch period. Exact times may be dictated based on your department needs.
- Employees working 6 hours or less (arriving after 11:00, or leaving by 3:00) in a day are not eligible for any paid lunch time.
- If an employee takes a break that lasts over 5 minutes then the employee should clock out for the break and deduct it from the lunch break time (ex. taking a cigarette smoke) If employees need more than 3 5-min breaks a day they should deduct this from their paid lunch break.

## **Lactation Policy**

Employees who are nursing may take unpaid breaks of 20 minutes or more at a time, every 3 hours if needed to express breast milk for up to a year after their child's birth. The Company will designate a private lactation room, furnished with a chair, a table, an electrical



outlet, and a breast milk refrigerator. (Please note this room will not be a bathroom; will be in close proximity to the work area; will be well lit; will be shielded from view; and will be free from intrusion from others.)

The company understands that the time and number of pumping sessions needed to express milk will vary for each individual. Please communicate your plan with your direct Manager. You must clock out for pumping breaks outside of your designated paid lunch.

## **Payroll**

Employees are paid bi-weekly Friday, following the close of the pay cycle. If a pay date falls on a holiday, paychecks will be dated on the last working day prior to the holiday. However, this date is subject to change at the Company's discretion.

## **Direct Deposit**

As a service to our employees, Elite Management offers you the convenience of payroll direct deposit whereby you can elect to have all or a part of your paycheck deposited directly into your personal checking or savings account. Please notify the Staff HR Department (Elite Management) if you are interested in this service. To start direct deposit, your written authorization will be required. Please note: it can take approximately 1 month for direct deposit to be set up.

Employees who receive direct deposit can view their pay stubs online. The website is <https://hub.adspays.com>. The username and password will be provided by Staff HR.

The Company is not responsible for any delays in receiving your paycheck through the mail. After your check has been issued, you are responsible for it. Checks lost or otherwise missing should be reported immediately to the Staff HR Department so that a stop payment order may be initiated.

## **Improper Pay Deductions**

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

## **Overtime**

If you are not exempt from the Fair Labor Standards Act (non-exempt employee), you are eligible for overtime pay at one and one-half times your regular hourly rate when you work more than forty (40) hours in a regular workweek (Monday – Friday). Overtime pay is based on actual hours worked.

Paid absences (e.g. holidays, sick days, etc.) will not be considered as time worked for purposes of calculating overtime.

The prior request or approval of your supervisor is required for you to work overtime. Failure to obtain approval may result in disciplinary action.

## **Attendance and Punctuality**

Every position at Elite Management is vitally important in the day-to-day operation of our company. No matter what position you hold, your punctuality and regular attendance are essential for efficient operation. A superior attendance record is expected of all of our employees.

If you must be absent or late because of illness or some other legitimate reason, notify your supervisor directly, as early as possible, and certainly not later than the time you normally start work.

Excessive absenteeism and/or tardiness cannot and will not be tolerated, and may, in the discretion of management, result in disciplinary action up to and including discharge. Arriving after 9:10am more than twice a week will result in an email sent to your Director.

Your failure to notify Elite Management of an absence for two consecutive scheduled workdays will be deemed an automatic resignation. If you are absent due to illness for 2 days or more, Elite Management will request you to provide a doctor's certification indicating that you are able to return to work prior to your return.

## **Personal Appearance / Dress Code**

Elite Management observes a business casual attire workplace. Employees are expected to dress appropriately at all times as it is important to project a professional image to our customers, visitors, and coworkers.

Examples of business casual attire includes suits, jackets, pants, trousers, dockers, chinos, collared shirts, blouses, and appropriate skirts are appropriate for a business environment. Business casual shoes can include loafers, dress shoes, height appropriate heels and wedges, and flats.

Examples of clothing not approved for work include jeans, ripped pants, shorts, mini-skirts, sleeveless shirts, sheer tops, low cut necks, crop tops, flip flops, exercise clothing (spandex, leggings etc.), graphic shirts, and any clothing and/or shoes that may be pose a safety concern to you or others.

All employees are expected to dress in a manner consistent with good hygiene, safety, and professionalism. There is no dress-down Fridays. If you have any questions regarding this policy, please contact the HR team.

### **Job Objectives / Performance Reviews**

Employees will be given a job description which details the requirements and expectations of the position within one week of a job change or promotion, or within one week of starting employment with the company. After every evaluation, the job description will be updated if needed. This will be discussed between the employee and their Manager.

It is our general policy to continually evaluate and review your job performance. Although there are many factors that are considered in your evaluation and reviews, the primary ones are performance and profitability. Your performance review gives you an opportunity to sit down with your Supervisor to review how your performance has progressed since your last review. It also gives you the opportunity to discuss you goals for the future and what steps may be necessary to achieve those goals. We generally conduct evaluations and performance reviews of new employees at the end of the 90-day Introductory Period and annually thereafter. Additional evaluations and performance reviews may occur depending on the circumstances. Although performance evaluations may influence salary or rate adjustments, you should not presume that salary adjustments will occur following each performance evaluation. Separate compensation/benefits consultation meetings may be held to address these issues.

### **Kids at Work**

The presence of children in the workplace during the employee's workday is inappropriate and is to be avoided except in emergency situations. This policy is established to avoid disruptions in job duties of the employee and co-workers, reduce property liability, and help maintain the company's professional work environment. In extenuating circumstances, children can come to work with their parent for up to 1 hour, with director's permission.

## BENEFITS

### **Vacation Time – NJ Based Employees**

After a 3-month probationary period with the company, full-time employees will be eligible to take an allotted amount of vacation time per year. Employees must request vacation time with a minimum of 2 weeks' notice directly to their Manager. Time is approved or disapproved at the discretion of the Manager.

#### Full-Time Employees:

1. After 3 month waiting period employees will get 1 week of vacation time.
  - a. Employees hired between July 1 – Sep 30 will get 2.5 days of vacation.
  - b. Employees hired between Oct 1 – December 31 will not get any allotment in the first calendar year.
2. Upon the completion of the first calendar year, full time employees will receive 2 weeks of vacation.
3. After an employee's 5th anniversary, they will be entitled to 3 weeks of vacation.

\*\*\* This is based on the companies accrual method. Example, if an employee is hired on June 1<sup>st</sup>, they will be entitled to receive an additional 2.5 days after they hit their 5<sup>th</sup> year anniversary.

#### Please Note:

- Vacation will not be paid in advance.
- Sick time and vacation time are not interchangeable.
- Paid PTO may be denied if employee calls out sick a day before or after a scheduled approved PTO.
- There is no option of taking unpaid leave.
- If an employee will be missing 2 or more hours of his/her workday, the employee must follow the PTO policy of requesting it 2 weeks in advance
- An employee switching positions and/or departments will have his/her previously accumulated PTO locked for the duration of 4 weeks, unless the time off was requested and approved prior to the transition.
- When and if an employee is switching from full time to part time (under 30 hours), the employee will lose their PTO hours.
- At the end of the calendar year or upon separation from the Company, any unused PTO hours will not be paid out to the employee. At the time of an employee's separation from the Company, any PTO used by an employee that wouldn't have been accumulated yet will be deducted from the employee's last paycheck. Part time employees are not eligible for any PTO hours.

- Our Company's policy is to advance the PTO to the employee at the beginning of the year (or after the completion of the 3-month waiting period). This ensures an employee can take PTO as needed rather than wait until he/she has accumulated it.
- Employees are strongly urged to not to leave vacation requests for the last month of the year, as they may not always be able to be approved if there is not adequate coverage.
- We strongly advise employees not to make plans before getting an approval from the director as the company will not take any responsibility if the PTO was not approved.

## **Sick Time - NJ Based Employees**

### Full-Time Employees:

1. After a 3-month probationary period with the company, employees are eligible for 40 hours paid sick time.
  - a. Employees hired between July 1 – Sep 30 will get 20 hours sick time.
  - b. Employees hired between Oct 1 – December 31 will not get any allotment in the first calendar year.
2. Upon the completion of the first calendar year, full time employees will receive 40 hours of sick time.

Part Time Employees: After a 3-month probationary period, employees can begin to use earned sick time. Employees earn 1 hour of paid sick time for every 30 hours that they work. Part-time employees can earn up to 40 hours per calendar year.

### Acceptable Reasons to Use Earned Sick Leave:

- You need diagnosis, care, treatment, or recovery for a mental or physical illness, injury, or health condition; or you need preventive medical care.
- You need to care for a family member during diagnosis, care, treatment, or recovery for mental or physical illness, injury, or health condition; or your family member needs preventative care.
- You or a family member have been the victim of domestic or sexual violence and need time for treatment, counseling, or to prepare for legal proceedings.
- You need to attend school-related conferences, meetings, or events regarding your child's education; or to attend a school related meeting regarding your child's health.
- Your employer's business closes 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.

### Please Note:

- It is not always possible to request sick time in advance, but when able, please do so in a timely manner to your Manager.
- If an employee takes 3 or more consecutive days of sick leave, he/she may be required to provide documentation signed by a healthcare professional upon return to work, that the sick time has been used for the covered purpose.
- Sick time cannot be paid in advance.

- Sick time and vacation time are not interchangeable.
- You must use all your sick time before taking unpaid sick time.

### **Vacation Time – NY Based Employees**

After a 3-month probationary period with the company, full-time employees will be eligible to take an allotted amount of vacation time per year. Employees must request vacation time with a minimum of 2 weeks' notice directly to their Manager. Time is approved or disapproved at the discretion of the Manager.

1. After 3 month waiting period employees will get 1 week of vacation time.
  - a. Employees hired between July 1 – Sep 30 will get 2.5 days of vacation.
  - b. Employees hired between Oct 1 – December 31 will not get any allotment in the first calendar year.
2. Upon the completion of the first calendar year, full time employees will receive 2 weeks of vacation.
3. After an employee's 5th anniversary, they will be entitled to 3 weeks of vacation.

\*\*\* This is based on the companies accrual method. Example, if an employee is hired on June 1<sup>st</sup>, they will be entitled to receive an additional 2.5 days after they hit their 5<sup>th</sup> year anniversary.

#### **Please Note:**

- Vacation will not be paid in advance.
- If an employee uses all vacation time, they can use up to 16 hours of sick time as PTO.
- There is no option of taking unpaid leave.
- If an employee will be missing 2 or more hours of his/her workday, the employee must follow the PTO policy of requesting it 2 weeks in advance
- An employee switching positions and/or departments will have his/her previously accumulated PTO locked for the duration of 4 weeks, unless the time off was requested and approved prior to the transition.
- When and if an employee is switching from full time to part time (under 30 hours), the employee will lose their PTO hours.
- At the end of the calendar year or upon separation from the Company, any unused PTO hours will not be paid out to the employee. At the time of an employee's separation from the Company, any PTO used by an employee that wouldn't have been accumulated yet will be deducted from the employee's last paycheck. Part time employees are not eligible for any PTO hours.
- Our Company's policy is to advance the PTO to the employee at the beginning of the year (or after the completion of the 3-month waiting period). This ensures an employee can take PTO as needed rather than wait until he/she has accumulated it.
- Employees are strongly urged to not to leave vacation requests for the last month of the year, as they may not always be able to be approved if there is not adequate coverage.

## **Sick Time - NY Based Employees**

### Full-Time Employees:

After a 3-month probationary period with the company, employees are eligible for 56 hours paid sick time. Each year, the company provides employees with 56 hours of sick time at the beginning of the year.

### Part Time Employees:

- Earn one hour of sick leave for every 30 hours worked.
- Can earn a maximum of 56 hours of sick time per year.
- Employees are immediately eligible to use the sick leave.

### Please Note:

- It is not always possible to request sick time in advance, but when able, please do so in a timely manner to your Manager.
- Employee must give written or oral notice prior to sick time use.
- A maximum of 56 hours of sick time can be used per year.
- If an employee takes three or more consecutive days of paid sick leave, he/she must provide documentation signed by a healthcare professional latest upon return to work.
- Sick time cannot be paid in advance.
- Up to 56 hours of unused sick time can be carried over into the next year.
- If an employee uses all vacation time, they can use up to 16 hours of sick time as PTO.
- You must use all your sick time before taking unpaid sick time.
- Sick Time can only be taken at a minimum of 4 hours increments for office staff.
- If an employee takes 3 or more consecutive days of sick leave, he/she may be required to provide documentation signed by a healthcare professional upon return to work, that the sick time has been used for the covered purpose.

*Safe leave*, an aspect of paid sick leave, is included as an option for paid sick time. The company allows employees to take a paid absence from work when an employee or employee's family members has been the victim of domestic violence, a family offense, sexual offense, stalking or human trafficking due to any of the following as it relates to above:

- 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 member;
- 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 proceedings;
- 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.

### **Requesting Time Off**

Elite Management employees will request time off by emailing their Manager. Once time has been taken, the Manager is responsible for notifying Staff HR of the missed days and leave type so it can be added to payroll.

### **Paid Holidays**

Each of the holidays listed below will be paid and there is no waiting period for Holiday pay. Hourly employees will only be paid for the hours worked if there's a half day of work before any of these holidays. As such, these employees have the option of using Vacation time to supplement any lost hours.

A Holiday schedule will be emailed every December for the upcoming year. Temporary and Part Time workers are not eligible for paid holiday time.

### **Holiday Schedule for 2024:**

- New Year's
- Pesach
- Shavuot
- Memorial Day
- Independence Day
- Labor Day
- Rosh Hashannah
- Sukkot
- Thanksgiving
- Christmas

### **Chol HaMoed**



Elite Management is open all days Chol HaMoed (intermittent days of Passover and Sukkot). Any employee who wants to request time off should use vacation and must follow the vacation policy for requesting the time off.

### **Terminated and Resigned Employees and Vacation time**

If an employee resigns or is terminated, accrued but unused vacation will not be paid out to the employee. Vacation will stop accruing as of the effective date of termination. Once an employee provides notice, they are no longer able to request or use Vacation time, and their final day must be a working day.

### **Snow Days**

There is no snow day allotment. If an employee needs to take off, they can use PTO or a sick day, as per his/her director's discretion.

### **Pregnant Workers Fairness Act**

An employee or applicant may request an accommodation due to pregnancy, childbirth or a related medical condition by submitting the request in writing to human resources (HR). The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation needed and any alternative accommodation(s) that might be reasonable. Depending on the nature of the accommodation, the individual may be requested to submit a statement from a health care provider substantiating the need for the accommodation.

Upon receipt of a request for accommodation, HR will contact the employee or applicant to discuss the request and determine if an accommodation is reasonable and can be provided without significant difficulty or expense, i.e., undue hardship.

While the reasonableness of each accommodation request will be individually assessed, possible accommodations include allowing the individual to:

- Sit while working.
- Drink water during the workday.
- Receive closer-in parking.
- Have flexible hours.
- Receive appropriately sized uniforms and safety apparel.
- Receive additional break time to use the bathroom, eat and rest.
- Take time off to recover from childbirth.
- Be excused from strenuous activities and/or activities that involve exposure to compounds deemed unsafe during pregnancy.

An employee may request paid or unpaid leave as a reasonable accommodation under this policy; however, Elite Management will not require an employee to take time off if another reasonable accommodation can be provided that will allow the employee to continue to work.

Elite Management prohibits any retaliation, harassment or adverse action due to an individual's request for an accommodation under this policy or for reporting or participating in an investigation of unlawful discrimination under this policy.

### **Family and Medical Leave (FMLA)**

Elite Management complies with the Federal Family and Medical Leave Act (FMLA), which requires employers to grant unpaid leaves of absence to qualified workers for certain medical and family-related reasons.

The FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees in any 12-month period for the following reasons: (1) for incapacity due to pregnancy, prenatal medical care, or child birth; (2) to care for the employee's child after birth or placement for adoption or foster care; (3) to care for the employee's spouse, son or daughter, or parent who has a serious health condition; (4) for a serious health condition that makes the employee unable to work; or (5) 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.

The 12-month period is a rolling period measured backward from the date an employee uses any FMLA leave, except for leaves to care for a covered servicemember with a serious illness or injury which is 26 weeks.

During FMLA leave, the Company will maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. However, an employee on FMLA leave does not have any greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

The FMLA defines eligible employees as employees who: (1) have worked for the Company for at least 12 months; (2) have worked for the Company for at least 1,250 hours in the previous 12 months; and (3) work at or report to a worksite which has 50 or more employees or is within 75 miles of Company worksites that taken together have a total of 50 or more employees.

Leave can be taken at one time, intermittently, or on a reduced work schedule. When possible, employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies also may be taken on an intermittent or reduced work schedule basis.

**Substitution of Paid Leave for Unpaid Leave.** Employees may choose or employers may require the use of accrued paid leave while taking FMLA leave. Accordingly, the Company requires employees to use any accrued paid vacation, personal, and sick days during an unpaid FMLA leave taken because of the employee's own serious health condition or the serious health condition of a family member or to care for a seriously ill or injured family member in the military. In addition, the employee must use any accrued paid vacation or personal days (but not sick days) during FMLA leave taken to care for a newborn or newly placed child or for a qualifying exigency arising out of a family member's active duty or call to active duty status in support of a contingency operation. In order to use paid leave for FMLA leave, employees must comply with the Company's normal paid leave procedures found in its Vacation and Sick Leave policies.

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 procedure.

Employees do not have to share 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 function, 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.

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

All leaves will run concurrent with FMLA entitlement if any/qualified.

### **NJ Paid Family Leave Insurance (NJ FLI)**

New Jersey provides additional leave benefits through Paid Family Leave Insurance (FLI), which enables eligible employees to collect up to twelve weeks of state-paid monetary benefits when out of work to bond with a newborn child or a newly adopted child or to care for an ill family member. FLI is paid for by a mandatory payroll tax on employees only, and an employer may require an employee to use up to two weeks of paid leave to offset the weekly FLI benefit. For the purposes of FLI, family member means:

- A child, including a biological or adopted child, foster child, stepchild, legal ward or the child of a domestic or civil union partner, who is aged under 19 years, or aged 19 years or above and incapable of self-care because of a mental or physical impairment;
- A spouse;
- A domestic partner;
- A civil union partner; or
- A parent, including a biological, foster or adoptive parent; a legal guardian of the employee when he or she was a child; or a stepparent.

Bonding with a child must occur within the first 12 months of the child's birth or placement for adoption. The need to care for an ill family member must be supported by a certification provided by the family member's health care provider.

Leave to care for a seriously ill family member may be taken for six consecutive weeks or intermittently for up to 42 days during a 12-month period, beginning with the first date of the claim. An employee who uses FLI benefits intermittently when it is medically necessary to care for a seriously ill family member must make a reasonable effort to schedule leave at a time when it does not unduly burden the employer.

### **NJ Family and Medical Leave**

The New Jersey Family Leave Act (NJFLA) requires employers with 50 or more employees to allow eligible employees to take an unpaid leave of absence for up to 12 weeks in a 24-month period for the following reasons:

- The birth or adoption of a child; or
- To care for a family member (i.e., child, parent, spouse or civil union partner) with a serious health condition.
- The NJFLA does not provide leave for the employee's own health condition.

For more information, please contact the HR department.

### **Medical Leave of Absence (Not FMLA)**

Employees who are not eligible for Family and Medical Leave Act (FMLA) leave or who have exhausted their FMLA leave, but who nonetheless require a leave of absence from work due to a medical condition, including pregnancy-related conditions, may be eligible for unpaid leave, provided that (a) there is not an effective alternative accommodation that allows the employee to remain at work, (b) such leave does not pose an undue hardship, and (c) the employee would be entitled to such leave under applicable law.

Employees must notify the Company's Administrator and Human Resources of their need for a medical leave of absence, preferably in writing. Whenever feasible, this notice should be provided as far in advance of the leave as practicable. The Company may request appropriate medical information to verify the employee's medical condition, need for leave, and other relevant information. Failure to provide the information requested by the Company may result in the delay or denial of the requested leave. Consistent with applicable law, the Company reserves the right to require employees to submit to an examination by a medical professional it selects where appropriate.

A leave of absence granted pursuant to this policy will be unpaid, but an employee may be required to also use any or all of his or her accrued paid time (vacation and/or sick?) off during such leave. While on a leave of absence under this policy, employees may be eligible for short-term disability and/or long-term disability insurance benefits, subject to and in accordance with the plan documents governing such benefits. Group health benefits (e.g., medical insurance), when applicable, will be available to employees at their own expense, subject to and in accordance with COBRA. All benefits that operate on an accrual basis (e.g., paid time off) will cease to accrue during any portion of leave that is unpaid.

Where an employee's request for leave does not specify an exact or fairly specific return date (e.g., October 4 or around the second week of November), or where the employee requires additional leave beyond what was originally granted, the Company may require the employee to provide periodic updates on his or her condition and possible date of return.

The Company may require employees seeking to return to work following a leave to provide appropriate medical information and/or require the employee to submit to a medical examination, consistent with applicable law.

If an employee is unable to return to work following a leave provided under this policy, the employee will be deemed to have abandoned his or her job, unless the employee requests and is granted additional leave as an accommodation for their circumstances. Each request for such an additional leave under this policy will be evaluated on a case-by-case basis, and the Company may request appropriate medical information to verify the employee's medical condition, need for additional leave, and other relevant information. Failure to provide the information requested may result in the delay or denial of the requested leave.

### **Jury Duty Leave**

Employees are responsible for informing their Manager and the Staff HR Director of their Jury Duty assignment as soon as possible. The Manager and the employee will work together to rearrange assignments as needed during their time out of the office.

- The employee will not be paid by the company for time out for Jury Duty. The employee may elect PTO for time off.
- The court may pay the employee a fee for their service.

- If the employee lives in New York and works in New Jersey, the employee will be paid according to the NY court where they serve.

### **Time Off for Voting (only applicable for employees that live in New York)**

- If an employee does not have 4 hours before or after their work shift from when the poll open or closes to vote, an employee is allowed to take 2 hours paid leave to vote.
- Employees must give notice to their supervisor no later than 2 days before the election of their need for the 2 hours paid leave.

### **Bereavement Leave**

The Company allows three (3) days off with pay for a death in the employee's immediate family member (maximum 8 hours per day).

- Immediate family includes parents, spouse, children, or siblings.

The Company allows three (3) days off, either unpaid or taken out of an employee's PTO bank, per incident for a death in the employee's family of a grandparent, in-law or grandchild.

Employees may request up to an additional two (2) days, which must be approved by their director. If accumulated PTO is available, this benefit will be used for the additional two days; otherwise, the additional two days will be unpaid.

Bereavement leave for death of other than family members mentioned above must be approved by the employee's director. Absence for such a death is limited to two (2) days and will be unpaid unless accumulated PTO or sick time is available.

### **Military Reserve Duty**

Pursuant to federal law, any employee (except one hired on a temporary basis) who is absent from work by reason of service in the uniformed services is entitled, under specified circumstances, to certain rights and benefits, provided that the employee's cumulative length of the absence and of all previous absences for this purpose does not exceed five years. Advance written or verbal notice of such service is required unless it is impossible, unreasonable or precluded by military necessity. Upon re-employment, an employee returning from military leave is entitled to seniority, and other rights and benefits determined by seniority, as the employee had on the date service began, plus the additional seniority which would have been attained had the employee remained continuously employed. Continuous coverage under the medical plan is available to the employee and eligible dependents for up to 24 months; provided, however, that if the absence is for more than 30 days, the employee will be required to pay 102% of the group rate premium.

The Company shall provide employees who have been employed for more than 2 years with one week's regular base salary for the two-week period they are away serving reserve duty. Employees may elect to use accrued vacation days for the second week that they are at training, if desired. If employees are employed for less than 6 months, leave will be granted without pay for the time away for reserve duty.

### **Blood Donation Leave**

Employees taking leave for "off-premises blood donation" shall be permitted at least one leave period per calendar year of up to three hours duration during the employee's regular work schedule and may not be carried over. "Off-premises blood donation" shall mean blood donation which is not made in connection with a blood drive at the employee's place of employment or in connection with some other convenient time and place set by the employer. Such blood donation leave is not required to be paid leave.

### **New Jersey Security and Financial Empowerment Act (NJ Safe Act or SAFE Act)**

The NJ SAFE Act provides employees up to 20 days of unpaid leave to address circumstances resulting from domestic violence or a sexually violent offence. Leave may also be taken by an employee whose child, parent, spouse, domestic partner, or civil union partner is a victim of domestic violence or sexual violent offense. To be eligible, the employee must have worked at least 1,000 hours during the immediately preceding 12-month period.

Leave under the NJ SAFE Act may be taken for the purpose of engaging in any of the following activities as they relate to the above:

- Seeking medical attention for, or recovering from, physical or psychological injuries caused by the incident;
- Obtaining services from a victim services organization;
- Obtaining psychological or other counseling;
- Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the victim's safety or to ensure his or her economic security;
- Seeking legal assistance, including preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic or sexual violence; or
- Attending, participating in, or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence.

For more information, please contact the HR department.

## **Working While on Leave**

Employees on any leave of absence are prohibited from working elsewhere during the leave period. Violations of this policy may result in disciplinary action, up to and including termination of employment.

## **Working from Home**

Elite Management prohibits employees to work from home, unless prior approved by their Director.

## **Health Insurance**

Full-time employees are eligible for enrollment in the health insurance plan upon completion of 90 days of continuous employment with the Company. Employee contributions to the premiums are withheld from paychecks as a pre-tax deduction.

Employees can enroll in the Company's group policy with a monthly contribution that is deducted from payroll for their single policy plan. Employees are also eligible to sign up for HRA, which the Company contributes to. Please speak with Staff HR for further details.

## **Dental and Vision Insurance**

The company offers Dental and Vision Insurance plans that employees can enroll in once they have completed 90 days of continuous service. Employee contributions to the premiums are withheld from paychecks as a pre-tax deduction. Please speak with Human Resources to learn more about the cost and plan information.

## **401K**

The company participates in a 401(k) plan so that employees may save a portion of their earnings for retirement that's not taxed. Regular employees who have passed their probationary period of 90 days are eligible to participate. Employees may elect to make regular contributions to the 401(k) plan up to the maximum amount allowed by federal law. Contact Staff HR for detailed information regarding eligibility, employee contributions or vesting period. More information can also be found in the plan summary description, which is available from Staff HR.



If there are any inconsistencies between this handbook and any of the Summary Plan Descriptions, the Summary Plan Descriptions shall govern. The company reserves the right to modify or terminate any or all its retirement benefits or to change benefit providers at any time with or without notice.

### **Supplemental Life Insurance and Disability Insurance**

The company offers employee-paid Life Insurance and Disability Insurance. Please speak with Human Resources to learn more about the costs and plan information.

### **Short Term Disability**

All employers subject to the state unemployment insurance law are required to provide temporary disability benefits (TDB) to an employee who sustains a nonwork-related sickness or injury that results in the employee's inability to perform his or her regular job duties. TDB benefits are paid for by a mandatory payroll tax to which both the employer and employee contribute.

Employees may receive up to 26 weeks of TDB. The weekly benefit amount is calculated based on employee's average weekly wage, up to a maximum amount set by the state each year. Please consult with Staff HR for further information.

### **Workers' Compensation**

Employees may be eligible for state workers' compensation benefits for job-related injuries. If you are injured while performing a job-related duty, you must immediately report the accident to your supervisor. If your injury results in absence from work, a letter from a doctor stating that you are physically well enough to return to work is required prior to, or on, the date of return.

### **Benefits Continuation (COBRA)**

The federal Consolidated Omnibus Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under Elite Management'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 employee or beneficiary pays the full cost of coverage of the Company's group rates plus an administration fee.

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

## **WORKPLACE SAFETY**

### **Commitment to Safety**

Protecting the safety of our employees and visitors is the most important aspect of running our business. All employees have the opportunity and responsibility to contribute to a safe work environment by using commonsense rules and safe practices and by notifying management when any health or safety issues are present. All employees are encouraged to partner with management to ensure maximum safety for all. In the event of a true emergency, please dial 911.

### **Safety and Accident Rules**

Safety is everyone's job at Elite Management. The Company provides a clean, hazard free, healthy, safe environment in which to work in accordance with the Occupational Safety and Health Act of 1970. As an employee, you are expected to take an active part in maintaining this environment. You should observe all posted safety rules, adhere to all safety instructions provided by your supervisor and use safety equipment where required. Your workspace should be kept neat, clean and orderly.

It is your responsibility to know the location of all safety and emergency equipment, as well as the appropriate safety contact phone numbers. A copy of the Emergency Procedures will be posted in each work area. Any problems with or defects in equipment should be reported immediately to your supervisor.

As an employee, you have a duty to comply with the safety rules of Elite Management, to assist in maintaining a hazard-free environment, to report any accidents or injuries, and to report any unsafe equipment, working condition, process or procedure, immediately to a supervisor.

Employees may report safety violations or injuries anonymously to Human Resources, if they are not the injured or violating party. No employee will be punished or reprimanded for reporting safety violations or hazards. However, any deliberate or ongoing safety violation, or

creation of hazard, by an employee will be dealt with through disciplinary action, up to and including termination.

## **Alcohol & Drug Policy**

Working under the influence of alcohol, and controlled substance can adversely affect an employee's productivity and efficiency and jeopardize the safety of the employee, co-workers, visitors, patients, and the public. Even legal drugs (like Marijuana, and other prescribed controlled substance/drugs) may adversely affect the safety of the employee, co-workers, patients, or members of the public.

To help ensure a safe, healthy, productive, and drug-free work environment for all, the manufacturing, distribution, consumption, possession, or sales of controlled substance including ALCOHOL, ILLEGAL AND LEGAL DRUGS on properties, including vehicles owned or leased by the agency and in the patient home or patient care environment are prohibited.

Additionally, the Agency prohibits being under the influence of alcohol, controlled substance, illegal drugs, and legal drugs including but not limited to marijuana while on Agency premises, performing work functions or while providing direct patient care.

An employee who possesses or uses a drug prescribed by a physician for the employee's use while on the job, and whose performance is not noticeably impaired, will not be in violation of this policy. Employees are responsible for asking the prescribing practitioner about any side effects. If the medication may affect performance, the employee is responsible to notify his/her immediate supervisor prior to reporting to work.

Violation of this Policy may result in disciplinary action, up to and including termination of employment. Any employee reporting for work under the influence of illegal drugs or alcohol will not be permitted to work that day and may be terminated immediately.

The agency reserves the right to test for drug use at any time during your employment, or as a prerequisite for hiring (in accordance with any applicable law). The agency also reserves the right to conduct searches of company property, including desks, lockers, and filing cabinets, without notice to or consent from employees and to implement other measures necessary to deter and detect violation of this policy. Refusal to consent to testing and searches may result in disciplinary action, including termination.

The Agency recognizes that alcohol and drug abuse as a treatable condition. Employees wishing to seek help with a substance abuse addiction are urged to do so.

## **Smoke-Free Workplace**

Smoking is not allowed in company buildings or work areas at any time. "Smoking" includes the use of any tobacco products (including chewing tobacco), electronic smoking devices, and e-cigarettes.

Smoking is only permitted during break times in designated outdoor areas. Employees using these areas are expected to dispose of any smoking debris safely and properly.

## **Discipline, Company Rules of Conduct and Termination**

To function effectively, every organization must develop policies and procedures to protect its clients and to ensure that co-workers' and the Company's rights are respected. Elite Management is no exception. Conduct that is disruptive, unproductive, immoral, unethical or illegal will be not tolerated.

The Rules of Conduct described in this section are not exclusive and are in addition to the conduct related provisions contained elsewhere in this manual. If employees become aware of a violation of this policy, they must bring it to the attention of their supervisor, or if the supervisor is the problem, you must notify the next level of management.

The following list includes, but is not limited to, violations of our Rules of Conduct that may lead to disciplinary action which, based on the circumstances of the individual case, could result in termination of employment.

- Suspension, revocation or other legal impairment to employee's professional license.
- Insubordination; or immoral conduct of any kind.
- Theft or dishonesty.
- Falsifying application for employment.
- Falsifying time records.
- Fighting or horse playing.
- Threatening, bullying, intimidating or assaulting other employees, including but not limited to the use of abusive language.
- Harassing other employees, vendors, or individuals we conduct business with.
- Acting in in an unprofessional manner.
- Revealing or discussing confidential information with non-employees.
- Revealing or discussing confidential client information of any kind unless required by law.
- Possessing or reporting to work under the influence of intoxicants or non-prescribed drugs, or the use of intoxicating beverages or non-prescribed drugs while on the job.
- Theft, fraud or unauthorized possession or use of property belonging to the Company.
- Falsifying any documentation regarding clients or employee's charts/records.
- Unauthorized alteration or destruction of agency records including patients' charts.
- Coding or billing which violates Medicaid rules or regulations or other federal rules or regulations.

The above is a non-exclusive list of examples of prohibited employee conduct. Employment with Elite Management is at will, terminable by either party at any time with or without cause.

### **Discipline**

Any violation of any of the policies stated in this handbook may be treated with a verbal warning, written warning, and/or final notice. Violations may also include termination at the company's discretion on the first offense.

### **Resignation of Employment**

All employees who resign from employment with the Company are expected to give two weeks' notice in writing. The final paycheck will be given on the regular pay day. Once an employee submits their resignation, they will no longer be able to request or use accrued time off. A resigning employee will not be paid for their accrued, unused vacation time.

### **Integrity of Records and Compliance with Account Procedures**

Accuracy and reliability in the preparation of all records is mandated by law and is of critical importance to the proper discharge of Elite Management's reporting obligations. All bills and duty sheets rendered must accurately reflect the services provided. All business records, expense accounts, vouchers, payroll and service records and other reports are to be prepared with care and honesty. False or misleading entries are not permitted. Compliance with accounting procedures and internal control procedures is required at all times.

Elite Management endeavors to give prompt, courteous and accurate response to client inquiries and complaints received. When adjustments are warranted due to billing or administrative errors, employees must make them promptly and courteously.

### **Use of Computer Hardware and Software**

#### Business Use:

The use of Elite Management's computer hardware, software and network services for personal purposes is strictly prohibited. If any damage occurs due to violation of the above, the employee will be held responsible for the damage. The software furnished by Elite Management is the only software that employees are authorized to use. Adding, copying or downloading any other software onto the Elite Management computer system is strictly prohibited.

#### Access:

Elite Management is entitled to access your computer at any time.

### Computer Software:

- Legitimate software will be provided to all employees as necessary. Employees may not make any unauthorized copies of any software provided by the Company under any circumstances. Anyone found copying software other than for backup purposes is subject to discipline, up to and including termination.
- Elite Management will not tolerate the use of any unauthorized copies of licensed software. Any person illegally reproducing software may be subject to penalties. Elite Management does not condone illegal copying of software under any circumstances. Anyone who makes, uses, or acquires unauthorized software shall be appropriately disciplined up to and including termination.
- Employees may not give software to outsiders, including clients, customers, or any other individuals.
- Any employee who determines that there may be a misuse of software within the Company must immediately notify his or her supervisor or the Administrator.

### **Use of E-mail and the Internet**

#### E-Mail and Internet Use for Private Purposes Strictly Prohibited:

The use of the Elite Management's e-mail system and the Internet for private purposes, including, but not limited to, solicitation of outside business ventures, divulging of confidential or privileged information, or personal, political or religious causes is strictly prohibited.

#### Monitoring of Employee E-Mail and Internet Usage and Phone Calls:

All electronic communication systems and all communications transmitted by, received from, or stored in these systems are the property of the Company. Any and all telephone conversations or transmissions, electronic mail or transmissions, or internet access or usage by an employee by any electronic device or system, including but not limited to the use of a computer, telephone, wire, radio or electromagnetic, photoelectronic or photo-optical systems may be subject to monitoring at any and all times and by any lawful means.

#### E-Mail, the Internet and Equal Employment Opportunity:

Elite Management's Equal Employment Opportunity and workplace harassment policies apply to the e-mail system and the Internet.

Accordingly, employees are prohibited from using the Company's e-mail system or the Internet to display or transmit sexually explicit images, messages or cartoons, communications containing ethnic slurs or racial epithets or any other communication or image that may be construed as harassment of others based on their race, national origin, sex, age, disability or religious beliefs. The Company does not tolerate actions that may create a hostile work environment.

#### Social Media:

In the event that you choose to identify yourself as an Elite Management's employee on a website or blog, or to discuss matters related to the Company, you must adhere to the following guidelines:

1. You may not violate any guidelines set forth in this handbook.
2. You must include the following disclaimer notice in a prominent location on your site:  
*"The opinions expressed here are the personal opinions of [your name]. Content published here is not read or approved by Elite Management before it is posted and does not necessarily represent the views and opinions of Elite Management."*
3. You may not disclose any sensitive, confidential, proprietary or financial information of the Company. This includes, but is not limited to, comments or information about any specific customer, partner, vendor, supplier or product.
4. You may not post any material that is obscene, defamatory, profane, libelous, threatening, harassing, abusive, hateful or embarrassing to any person or entity.
5. You must act in accordance with laws governing copyright and fair use of copyrighted materials owned by others, including the Company's own copyrighted materials.
6. To the extent you believe that content contained on an employee website or blog is prohibited by the Company's Policy Prohibiting Workplace Harassment, you are required to follow the complaint procedure set forth in the Workplace Harassment policy.

Violations of the E-Mail, Social Media and Internet Policy:

Any employee in violation of Elite Management's policy on e-mail, social media and/or Internet use, will be subject to disciplinary action, up to and including termination of employment. Any conduct in violation of this policy will be considered in material conflict of interest with the business interests of the Company.

**Solicitation and Distribution**

To avoid distractions, solicitation by an employee of another employee is prohibited during working time in working areas. The distribution of materials such as handbills or printed or written material of any kind is prohibited at all times in work areas. Solicitation, trespass and/or distribution of materials by non-employees on Elite Management's premises are prohibited at all times.

At all times, please try to use the phone and email (instant message) for internal communication and avoid getting up from your desk and interrupting other people's focus.

Our telephone communications are an important reflection of our image to customers and the community. Always use proper telephone etiquette. The following are some examples of good telephone etiquette: use the approved greeting, speak courteously and professionally, repeat information back to the caller, and only hang up after the caller hangs up.

### **Cell Phones/Camera Phones**

While at work, employees are expected to adhere and follow Elite Management's cellphone policy.

Personal calls, as well as, but is not limited to, text messages, facetime, social media networking etc. during the workday can interfere with employee's performance and be distracting to others. Any form of personal communication by phone, text social media etc. should be attended to during Non-Work time. In the event of an emergency, employees should clock out and take their call outside of the workspace. Employees are expected to inform their family members of Elite Management's policy.

Except with specific advance written authorization from management, the Company prohibits employee possession or use of cameras in the workplace, including cell phones with built-in cameras, as a preventative step necessary to secure employee privacy, patient confidences and other confidential business information.

### **Use of Electronic Devices**

To provide for the safety and security of all employees and the facilities at and to assure proper attention on the job, limited usage of personal electronic devices in work areas during working time is required. Limiting use of personal electronic devices helps maintain safety standards, safeguards employee welfare, and avoids potential distractions and disturbances that can cause injury, damage or quality issues.

Personal electronic devices include the following (for personal/non-business use) but are not limited to: cell phones, blue tooth and/or hands-free devices, iPod's, MP3 players, earphones headphones (Directors' discretion), radios, tape players, CD players, cameras, heaters and/or fans.

Lap top computers that are not company issued are not permitted on company property.

If an employee is observed using any personal electronic device excessively in work areas during working time, he/she will be disciplined immediately. Employees are responsible for the safety of themselves and others in the workplace.



Authorized use of personal electronics is permitted during breaks or lunch in non-work areas such as break/lunch rooms or designated break areas located around the facility or the parking lot.

The Company is not responsible for loss, theft or damage to any personal electronic devices.

### **Company Email on Mobile Device**

Having the company email on your mobile device requires approval from your Director. Company emails may not be responded to after hours without approval.

### **Cameras in Office**

Please be advised that Elite Management and its affiliates may have cameras in the office that are monitoring and recording activity.

### **ADA Reasonable Accommodation Policy: Service Animals**

An employee with a disability may request a reasonable accommodation under The Americans with Disabilities Act (“ADA”) to have a service animal present at work. The ADA defines a service animal as any guide dog, signal dog, or other animal individually trained to aid the individual with a disability. If they meet this definition, animals are considered service animals under the ADA. Pets, emotional support animals, comfort animals and therapy dogs are not service animals under the ADA and are not permitted on work premises at any time. Please reach out to your Director of Staff HR to request any reasonable accommodations to be made.

### **FACT-FINDING & ISSUE RESOLUTION (“FAIR”) PROGRAM**

The Company values each employee and looks forward to good relations with and among all of its employees. Occasionally, however, disagreements may arise between you and our company or between Employees in a context that involves the Company. To facilitate expeditious and impartial resolution of any such disagreements, the Company has adopted this Fact-finding and Issue Resolution Program (the “FAIR Program”).

The FAIR Program is an essential element of your employment and/or continued employment with the Company and it constitutes a binding agreement between you and the Company. You indicate your agreement to be bound by the FAIR Program’s terms and

conditions by signing your name at the end of this employee handbook and beginning or continuing your employment with the Company after receiving the Employee Handbook (“Effective Date”).

The FAIR Program will cover any Claim between You and the Company (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 employment with the Company ends.

For purposes of the FAIR Program, “*the Agency*” means Elite Management, each of its subsidiaries, affiliates, and successor entities, as well each of their partners, officers, directors, owners, principals, members, agents, and employees against whom a Claim is asserted in connection with their duties for or in relation to the Company.

“*You*” and “*Your*” refers to you and any other person who may assert your rights.

“*Claim*” means any claim, cause of action, controversy, or other dispute between the Company and You that arises out of or relates to Your employment with the Company and/or the termination of Your employment, and that is based on a legally protected right that could otherwise be resolved by a court, excluding only Non-Covered Disputes (as defined below). Covered Dispute includes any disputes about Your hiring, firing, wages or compensation, discipline, leaves of absence, accommodations, and workplace treatment as well as the Company’s policies and practices (including any pattern, practice, act, or omissions) relating to such matters. For example, and not as a limitation, “Covered Dispute” refers to any claims arising under Title VII, the Fair Labor Standards Act (or New York Labor Law), the Family and Medical Leave Act, the New York Paid Family Leave Law, the New York Human Rights Law, the New York City Human Rights Law, the New York City Earned Sick Time Act, the Public Health Law (including Wage Parity Law), the Domestic Workers’ Bill of Rights, and any other law that relates to terms and conditions of employment. “Covered Dispute” 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. Examples of a Covered Dispute include, but are not limited to, those alleging discrimination, harassment, hostile work environment, retaliation, failure to provide leave, or failure to pay wages in accordance with the 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 Company 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); or (e) for unfair labor practice charges under the National Labor Relations Act (“NLRA”). 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 agency to the extent You have a protected right to do so. But if You take such action in relation to a claim, controversy, or other dispute that would constitute a Claim and You have not fully pursued such dispute through the FAIR Program, the Company may request that the government agency in question defer its processing or investigation of such charge until the FAIR Program has been completed.

**Can A Claim Be Resolved in Court?** No. Under the FAIR Program, You and the Company each waive your respective rights to have a Claim decided by a court, judge, jury and, where permitted by law, an administrative agency. Instead, You and the Company agree that arbitration under the FAIR Program is the sole and exclusive method for resolving Claims. If either You or the Company 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 Company, You should first give the Company 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 department. As part of this process, a Company representative might meet with You to discuss Your complaint. Or, depending on the nature of the Claim, the Company will investigate the Claim on its own, such as by reviewing its records. If You do not receive a satisfactory response from the Agency 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](http://www.adr.org) or by calling 1.800.778.7879.

**How is the arbitrator selected?** All arbitrators must be licensed attorneys or retired judges 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.

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 the county where you worked (e.g., Rockland County), 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, this is not permitted under any circumstance. 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 Company 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 Company 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 Company, 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 Company to bear such costs. The Company 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. 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. Any amounts required to be paid by You under this paragraph may be adjusted or eliminated to the extent necessary for the FAIR Program to be enforceable.

**Will there be discovery or depositions?** Except as modified by the FAIR Program, all discovery will be governed by the Federal Rules of Civil Procedure ("FRCP").

**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 Company agree that all aspects of any arbitration, including any award and opinion issued, will be strictly confidential. Neither You, the Company, 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 Company 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 Company 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 employment relationship or affiliation with the Company, 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 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 Company. Any notice You or your representative are required to give to the Agency under this FAIR Program will be directed to Staff HR Director at 663 E. Crescent Ave Ramsey, NJ 07446 with a copy sent by e-mail to [egross@Elite Managementhc.net](mailto:egross@Elite Managementhc.net). Any notice provided to the Company under this FAIR Program will only be deemed received when it is received by email.

**Amendment.** The Company reserves the right to amend or terminate the FAIR Program. Such amendments may be made by providing notice to You, electronically or otherwise, of such amendment or termination. Any amendments will be prospective only. Your continuation of employment 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 Company will be construed as a waiver of the provision prohibiting class, collective, or representative actions.**

## **ELITE MANAGEMENT USA HANDBOOK ACKNOWLEDGEMENT**

I acknowledge that I have received the **ELITE MANAGEMENT** (the “Company”) Employee Handbook (the “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 with the Company, I agree to comply with all the rules and procedures of the Company, as stated in this Handbook, and any other policy that may be issued to me during my employment. I understand that the Company 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 with the Company 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 have to 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 execute 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 for violating any rules or procedures in this Handbook.

\_\_\_\_\_  
Employee Name (Printed)

\_\_\_\_\_  
Employee Name (Signature)

\_\_\_\_\_  
Date



# ELITE MANAGEMENT USA

## Receipt of Policy Prohibiting Workplace Harassment

I have read and I understand the Company's Policy Prohibiting Workplace Harassment:

\_\_\_\_\_  
Employee Name (Printed)

\_\_\_\_\_  
Employee Name (Signature)

\_\_\_\_\_  
Date

## Receipt of Training on Preventing Harassment in the Workplace

I attended training for Preventing Harassment in the Workplace:

\_\_\_\_\_  
Training Date

\_\_\_\_\_  
Employee Name (Printed)

\_\_\_\_\_  
Employee Name (Signature)

\_\_\_\_\_  
Date

# ELITE MANAGEMENT USA

## Receipt of Training on Workplace Safety

I attended training for Safety in the Workplace:

\_\_\_\_\_  
Training Date

\_\_\_\_\_  
Employee Name (Printed)

\_\_\_\_\_  
Employee Name (Signature)

\_\_\_\_\_  
Date

## Lactation Policy Acknowledgement

I acknowledge that I have received, read and understand the Company's lactation policy:

\_\_\_\_\_  
Employee Name (Printed)

\_\_\_\_\_  
Employee Name (Signature)

\_\_\_\_\_  
Date

# NEW YORK

## Package Contents:

- NY State Public Employee Safety & Health Act (PESH Act) \*PUBLIC
- NY Child Labor Law
- NY Correction Law
- NY State Human Rights Law: Discrimination
- NY Fringe Benefits & Hours Notice
- NY Minimum Wage
- 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
- NY Unemployment Insurance
- Pay Day Notice
- Emergency Phone Numbers
- Federal Employee Polygraph Protection Act (EPPA)
- Federal Know Your Rights: Workplace Discrimination is Illegal
- Federal Family and Medical Leave Act (FMLA)
- Federal Pregnant Workers Fairness Act (PWFA)
- Federal Fair Labor Standards Act (FLSA)
- Federal Job Safety and Health: It's the Law (OSHA)
- Federal Your Rights Under USERRA

## 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.



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# WE ARE YOUR DOL



Department  
of Labor

## 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](mailto: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](http://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](mailto: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  
Telephone: **(518) 457-5508**

### Binghamton District

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

### Buffalo District

295 Main Street, Suite 905  
Buffalo, New York 14203-2412

### Garden City District

400 Oak Street  
Garden City, NY 11550  
Telephone: **(516) 228-3970**

### New York City District

Shirley A. Chisholm State  
Office Building  
55 Hanson Place, 12th Floor  
Brooklyn, New York 11217-1523  
Telephone: **(212) 775-3554**

### Rochester District

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

### Syracuse District

450 South Salina Street  
Syracuse, NY 13202  
Telephone: **(315) 479-3212**

### Utica District

207 Genesee Street  
Utica, NY 13501  
Telephone: **(315) 793-2258**

### White Plains District

120 Bloomingdale Road  
White Plains, NY 10605  
Telephone: **(914) 997-9514**

## POST CONSPICUOUSLY



**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 <sup>1</sup>	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 <sup>2</sup> . 8 hours on: Friday, Saturday, Sunday and Holidays. <sup>4</sup>	28 <sup>4</sup>	6 <sup>4</sup>	6 AM to 10 PM <sup>3</sup>
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 <sup>4</sup>	48 <sup>4</sup>	6 <sup>4</sup>	6 AM to Midnight <sup>4</sup>
Not Attending School:	16 and 17 All occupations except farm work, newspaper carrier and street trades.	8 hours <sup>4</sup>	48 <sup>4</sup>	6 <sup>4</sup>	6 AM to Midnight <sup>4</sup>
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
	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

<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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.

<sup>4</sup> 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:

<b>Albany District</b> State Office Campus Bldg. 12 Room 185A Albany, NY 12226 (518) 457-2730	<b>Buffalo District</b> 295 Main Street Suite 914 Buffalo, NY 14203 (716) 847-7141	<b>New York City District</b> 55 Hanson Place 11 <sup>th</sup> Floor Brooklyn, NY 11217 (212) 775-3880	<b>Syracuse District</b> 333 East Washington Street Room 121 Syracuse, NY 13202 (315) 428-4057
<b>Bronx District</b> 55 Hanson Place 11 <sup>th</sup> Floor Brooklyn, NY 11217 (212) 775-3719	<b>Garden City District</b> 400 Oak Street Suite 102 Garden City, NY 11530 (516) 794-8195	<b>Rochester District</b> 276 Waring Road Room 104 Rochester, NY 14609 (585) 258-4550	<b>White Plains District</b> 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.



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

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

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.

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

**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**

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.

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.

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.

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.

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.

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.

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

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

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

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.

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

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

Does not apply to:

Excepciones:

- (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

- (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

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

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

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

#### **TODAS TRANSACCIONES CREDITICIAS INCLUYENDO FINANCIAMIENTO PARA LA COMPRA, MANTENIMIENTO Y REPARACION DE VIVIENDAS**

Exception:

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

#### **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.

#### **EDUCATION INSTITUTIONS**

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

#### **INSTITUCIONES EDUCATIVAS**

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

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

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

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.

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.

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.

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.

**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.**

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

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

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

## **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 12226  
(518) 457-2730

**Bronx District**  
55 Hanson Place  
11<sup>th</sup> Floor  
Brooklyn, NY 11217  
(212) 775-3719

**New York City District**  
55 Hanson Place  
11<sup>th</sup> Floor  
Brooklyn, NY 11217  
(212) 775-3880

**Garden City District**  
400 Oak Street  
Suite 102  
Garden City, NY 11530  
(516) 794-8195

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

**Rochester 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



# Attention Miscellaneous Industry Employees

Minimum Wage hourly rates effective 1/1/2024 – 12/31/2024

New York City	
Large Employers (11 or more employees)	Small Employers (10 or less employees)
<b>Minimum Wage \$16.00</b>	<b>Minimum Wage \$16.00</b>
Overtime after 40 hours \$24.00	Overtime after 40 hours \$24.00
<b>Tipped workers \$16.00</b>	<b>Tipped workers \$16.00</b>
Overtime after 40 hours \$24.00	Overtime after 40 hours \$24.00

Long Island and Westchester County
<b>Minimum Wage \$16.00</b>
Overtime after 40 hours \$24.00
<b>Tipped workers \$16.00</b>
Overtime after 40 hours \$24.00

Remainder of New York State
<b>Minimum Wage \$15.00</b>
Overtime after 40 hours \$22.50
<b>Tipped workers \$15.00</b>
Overtime after 40 hours \$22.50

If you have questions, need more information or want to file a complaint, please visit [www.labor.ny.gov/minimumwage](http://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:

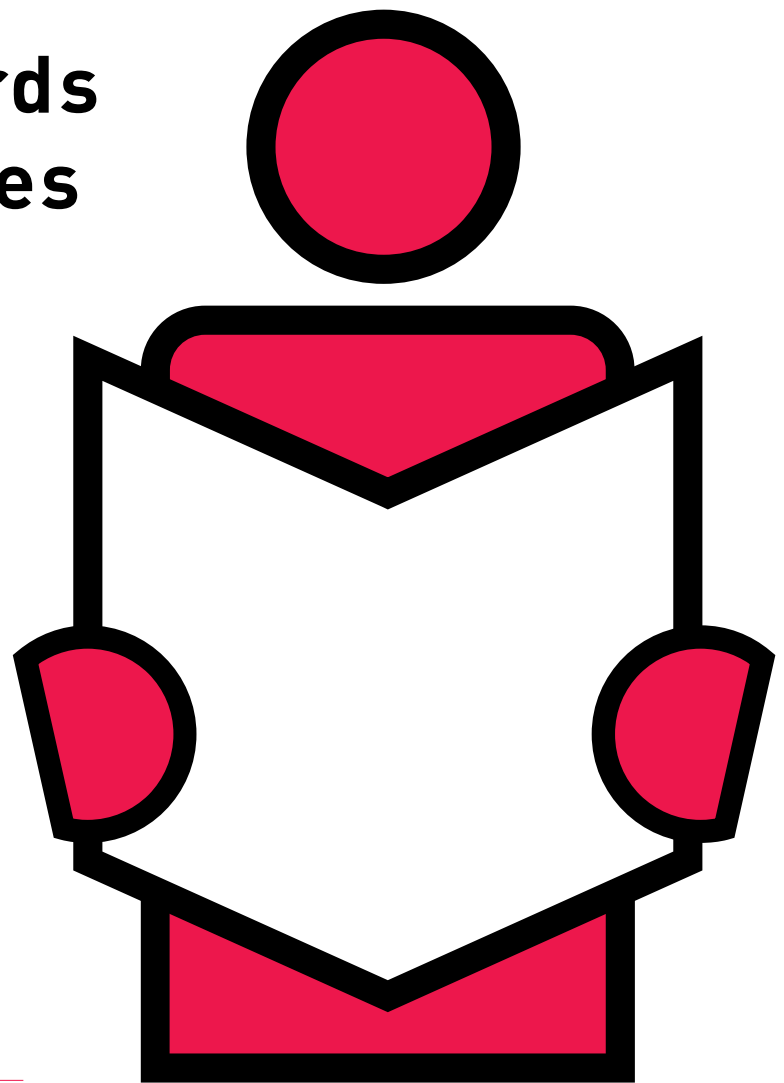
- **Overtime** – You must be paid 1½ times your regular rate of pay (no less than amounts shown above) for weekly hours over 40 (or 44 for residential employees).  
*Exceptions:* Overtime is not required for salaried professionals, or for executives and administrative staff whose weekly salary is more 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.

# 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

## **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-lit 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;

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

- (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](http://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](http://www.veteranscrisisline.net)

Call: 988, press 1      Text: 838255

### Suicide and Crisis Lifeline: [www.veteranscrisisline.net](http://www.veteranscrisisline.net)

Call: 988      Text: 988

### Crisis Textline:

Text: 741741      Chat: [crisistextline.org](http://crisistextline.org)

### NYS Office of Mental Health (OMH):

[www.omh.ny.gov](http://www.omh.ny.gov)

### NYS Office of Addiction Services and Supports

**(OASAS):** [www.oasas.ny.gov/hopeline](http://www.oasas.ny.gov/hopeline)

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

Text: HOPENY (467369)

## TAX BENEFITS

### NYS Department of Tax and Finance

- Information for military personnel and veterans: [tax.ny.gov/pit/file/military\\_page.htm](http://tax.ny.gov/pit/file/military_page.htm)
- Property tax exemptions: [tax.ny.gov/pit/property/exemption/vetexempt.htm](http://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](http://www.benefits.va.gov/vocrehab)

### New York State Civil Service Credits

**for Veterans Program:** [www.cs.ny.gov](http://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](http://dmv.ny.gov/more-info/veteran-status-designation-photo-document)
- Veteran License Plate: [dmv.ny.gov/plates/military-and-veterans](http://dmv.ny.gov/plates/military-and-veterans)

## LEGAL SERVICES

### Veterans Treatment Courts (VTC): [ww2.nycourts.gov/courts/problem\\_solving/vet/courts.shtml](http://ww2.nycourts.gov/courts/problem_solving/vet/courts.shtml)

Email: [ProblemSolving@courts.state.ny.us](mailto:ProblemSolving@courts.state.ny.us)

### NYS Defenders Association Veteran Defense Program:

[www.nysda.org/page/AboutVDP](http://www.nysda.org/page/AboutVDP)

## NEW YORK STATE DEPARTMENT OF VETERANS' SERVICES

Website: [veterans.ny.gov](http://veterans.ny.gov)  
Help Line: 1-888-838-7697  
Email: [DVSInfo@veterans.ny.gov](mailto:DVSInfo@veterans.ny.gov)

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

## NEW YORK STATE DEPARTMENT OF LABOR VETERANS' PROGRAM

Website: [dol.ny.gov/services-veterans](http://dol.ny.gov/services-veterans)  
Help Line: 1-888-469-7365  
Email: [Ask.Vets@labor.ny.gov](mailto:Ask.Vets@labor.ny.gov)

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



Department of  
Veterans' Services

WE ARE YOUR DOL



Department  
of Labor

## Notice to Employees

Employer Legal Name: \_\_\_\_\_

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

Employer Registration (ER) #: \_\_\_\_\_

Employees of this firm: you are covered by the New York State Unemployment Insurance Law.

- Your employer may not deduct from your wages for this purpose.
- **If you are laid off, work less than four days a week, or resign:**
  - Get a “Record of Employment,” form from your employer. **Keep it for your records to use if you file for Unemployment Insurance benefits.**
  - The “Record of Employment” form must have your employer’s name, registration number, and address where payroll records are kept.

• **To file an application for Unemployment Insurance:**

- Call the Telephone Claims Center at (888) 209-8124 (translation services are available) or
- Go to our website at [www.labor.ny.gov](http://www.labor.ny.gov)
- Hearing impaired individuals who have telephone Device for the Deaf (TTY/TDD) equipment may file a claim by calling a relay operator at (800) 662-1220 and requesting the operator call (888) 783-1370. Service at this number is provided only to callers using TDD equipment.

**To Employer: You must post this poster conspicuously in each workplace.**

Employers who utilize the fill-in version of this poster certify to the completeness and accuracy of the legal name, address and Employer Registration # displayed. For additional posters, write to the: New York State Department of Labor, Liability and Determination Section, Harriman State Office Campus, Albany, NY 12226.

# 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**

# 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  
[www.dol.gov/agencies/whd](http://www.dol.gov/agencies/whd)





# 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 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, childbirth, and related medical 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
- Interference, coercion, or threats related to exercising rights regarding disability discrimination or pregnancy accommodation

## What Organizations are Covered?

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

## 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; pregnancy, childbirth, or related medical condition; 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
- Conduct that coerces, intimidates, threatens, or interferes with someone exercising their rights, or someone assisting or encouraging someone else to exercise rights, regarding disability discrimination (including accommodation) or pregnancy accommodation

## 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](http://www.eeoc.gov/field-office))

**E-Mail** [info@eeoc.gov](mailto:info@eeoc.gov)

Additional information about the EEOC, including information about filing a charge of discrimination, is available at [www.eeoc.gov](http://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.



# Your Employee Rights Under the Family and Medical Leave Act

## What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

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

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

## Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

## How do I request FMLA leave?

Generally, **to request FMLA leave you must:**

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your **employer may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

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.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

## What does my employer need to do?

If you are eligible for FMLA leave, your **employer must:**

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your **employer cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your **employer must notify you in writing:**

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

## Where can I find more information?

Call **1-866-487-9243** or visit **dol.gov/fmla** to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**



**WAGE AND HOUR DIVISION**  
UNITED STATES DEPARTMENT OF LABOR





# PREGNANT WORKERS FAIRNESS ACT (PWFA)

## WHAT IS PWFA?

The Pregnant Workers Fairness Act (PWFA) is a federal law that, starting June 27, 2023, requires covered employers to provide “reasonable accommodations” to a qualified worker’s known limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause the employer an “undue hardship.” An undue hardship is defined as causing significant difficulty or expense.

**“Reasonable accommodations”** are changes to the work environment or the way things are usually done at work.

## WHAT ARE SOME POSSIBLE ACCOMMODATIONS FOR PREGNANT WORKERS?

- Being able to sit or drink water
- Receiving closer parking
- Having flexible hours
- Receiving appropriately sized uniforms and safety apparel
- Receiving additional break time to use the bathroom, eat, and rest
- Taking leave or time off to recover from childbirth
- Being excused from strenuous activities and/or exposure to chemicals not safe for pregnancy



## WHAT OTHER FEDERAL EMPLOYMENT LAWS MAY APPLY TO PREGNANT WORKERS?

Other laws that apply to workers affected by pregnancy, childbirth, or related medical conditions, include:

- Title VII which prohibits employment discrimination based on sex, pregnancy, or other protected categories (enforced by the U.S. Equal Employment Opportunity Commission (EEOC))
- The ADA which prohibits employment discrimination based on disability (enforced by the EEOC)
- The Family and Medical Leave Act which provides unpaid leave for certain workers for pregnancy and to bond with a new child (enforced by the U.S. Department of Labor)
- The PUMP Act which provides nursing mothers a time and private place to pump at work (enforced by the U.S. Department of Labor)



Learn more at [www.EEOC.gov/Pregnancy-Discrimination](http://www.EEOC.gov/Pregnancy-Discrimination).

# 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.

#### PUMP AT WORK

The FLSA requires employers to provide reasonable break time for a nursing employee to express breast milk for their nursing child for one year after the child’s birth each time the employee needs to express breast milk. Employers must 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. Certain narrow exemptions also apply to the pump at work requirements.
- 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  
[www.dol.gov/agencies/whd](http://www.dol.gov/agencies/whd)





U.S. Department of Labor



# 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.*

**Contact OSHA. We can help.**

## 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.





# 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**

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