

SJ Solutions Security and Protection Services Inc

EMPLOYEE HANDBOOK

September 16, 2024

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Core Policies

1.0 Welcome

1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with SJ Solutions Security and Protection Services Inc will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

The Company complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact HR@sjsolutions.us.

We wish you success in your employment here at SJ Solutions Security and Protection Services Inc!

All the best,

Omowale St Juste, CEO / President
SJ Solutions Security and Protection Services Inc

1.2 About the Company

SJ Solutions Security and Protection Services, Inc. (S.J.S. Inc.) is a Certified MBE firm with the City & State of New York as well as PANY/NJ. Founded in 2011, SJ Solutions Security and Protection Services Inc. has taken a leading role in providing Security, Fire Watch, Concierge, Loss Prevention, Personal Protection, and other security/ surveillance services.

We offer our business throughout the five boroughs of New York City. Our business is licensed, insured, and bonded. Previous and recent contracts executed include High-End Retail, Banks, Restaurants, Supermarkets, Residential Properties, Shelters, Hotels, Construction Sites, Special Events, Office Buildings, and Personal Protection.

2.0 Introductory Language and Policies

2.1 At-Will Employment

Your employment with SJ Solutions Security and Protection Services Inc is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the CEO / President has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the CEO / President.

If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

2.2 Ethics Code

SJ Solutions Security and Protection Services Inc will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Company.

We expect that officers, directors, and employees will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Company or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

2.3 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including SJ Solutions Security and Protection Services Inc policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

3.0 Hiring and Orientation Policies

3.1 EEO Statement and Nonharassment Policy

Equal Employment Opportunity Policy

SJ Solutions Security and Protection Services Inc is committed to complying with all federal, state, and local equal employment laws. To that end, the Company is dedicated to maintaining a work environment that is free from harassment and discrimination based on the following protected classes: age, race (including traits historically associated with race, which include, but are not limited to, hair texture and protective hairstyles such as braids, locks, and twists), creed, color, national origin (including ancestry), religion, gender or sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), disability, reproductive health decision making (including, but not limited to, the decision to use or access a particular drug, device, or medical service), marital status, partnership status, caregiver status, domestic violence victim status, familial status, military status, unemployment status, citizenship or immigration status, genetic information (including genetic characteristics), or any other protected status under federal, state, or local laws. The Company is dedicated to the fulfillment of this policy with respect to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisor / SJS Call Center or any other designated member of management.

Policy Against Workplace Harassment

SJ Solutions Security and Protection Services Inc has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's membership in a protected class. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

The Company is committed to maintaining a workplace free from sexual harassment, which is unlawful and subjects the Company to liability. The Company prohibits any form of sexual harassment, and all employees are required to work in a manner that prevents sexual harassment.

For additional information on sexual harassment, including how to file a claim, see the Sexual Harassment Policy.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's membership in a protected class.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above-protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the aboveprotected categories and that is placed on walls, bulletin boards, or elsewhere on our premises, in emails or voicemails, or otherwise circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify HR@sjsolutions.us or any member of management.

The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of harassment or discrimination.

The Company will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, the Company will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped.

<u>Alternative Reporting and Remedies</u>

The Company encourages employees to report incidents of discrimination and harassment internally. However, employees who believe they have been subjected to discrimination or harassment in the workplace may file a private civil action or seek relief by either:

- Filing a complaint alleging violation of the New York State Human Rights law with the Division of Human Rights, or in the New York State Supreme Court; or
- Filing a charge of discrimination with the Equal Employment Opportunity Commission (EEOC) for violation of federal antidiscrimination laws, including Title VII of the Civil Rights Act of 1964 (Title VII).

To file a complaint, contact the appropriate agency below.

Contact Information

New York Division of Human Rights

One Fordham Plaza, Fourth Floor
Bronx, New York, NY 10458
718-741-8400
1-800-HARASS-3 (1-800-427-2773): Toll-free, confidential hotline for complaints of workplace sexual harassment
www.dhr.ny.gov

Equal Employment Opportunity Commission (EEOC)

33 Whitehall St, 5th Floor New York, NY 10004 800-669-4000 TTY: 800-669-6820

info@eeoc.gov

www.eeoc.gov

Local jurisdictions may have additional protections against discrimination and harassment. For example, workers in New York City may file complaints of discrimination or harassment with the New York City Commission on Human Rights at:

Law Enforcement Bureau

Commission on Human Rights
40 Rector Street, 10th Floor
New York, NY 10006
212-306-7450
www.nyc.gov/html/cchr/html/home/home.shtml

If the discrimination or harassment involves criminal activity, contact local police.

In any civil action alleging a violation of the laws prohibiting sexual harassment and discrimination, a court may order or award:

- Damages, including, but not limited to, back pay, benefits, and reasonable attorneys' fees and costs;
- Injunctive relief;
- Reinstatement; and/or
- Liquidated damages equal to 100% of the award for damages.

Any act of retaliation against New York employees for exercising any rights granted under this policy may subject the Company to separate civil penalties. For the purposes of this policy, *retaliation* or *retaliatory personnel action* means discharging, suspending, demoting, or otherwise penalizing employees for:

- Making or threatening to make a complaint to the Company, a coworker, or to a public body, that rights guaranteed under this policy have been violated;
- Causing to be instituted any proceeding under or related to this policy; or
- Providing information to or testifying before any public body conducting an investigation, hearing, or inquiry into any such violation of a law, rule, or regulation by the Company.

3.2 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with SJ Solutions Security and Protection Services Inc. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Supervisor / SJS Call Center.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

Additionally, all employees are subject to the New York State, Department Of State, Division Of Licensing Services "Good For Hire" requirement. This process requires the submittal of an employee's social security number, pre-employment.

3.3 Accommodations for Pregnancy, Childbirth, and Related Medical Conditions

SJ Solutions Security and Protection Services Inc recognizes the importance of supporting employees experiencing limitations related to pregnancy, childbirth, or related medical conditions by providing reasonable accommodations. We are committed to complying with the federal Pregnant Workers Fairness Act (PWFA) and any applicable state or local laws offering additional protections.

Examples of reasonable accommodations include:

- Additional break time for restroom use, meals, hydration, and rest.
- Seating options allowing for sitting or standing as needed.
- Schedule changes, part-time work, and paid and unpaid leave.
- Flexible work hours to accommodate medical appointments and physical needs.
- Telework (remote work).
- Closer parking spots to the workplace entrance.
- Light duty.

- Making existing facilities accessible or modifying the work environment.
- Job restructuring.
- Temporarily suspending one or more essential functions of your job.
- Acquiring or modifying equipment, uniforms, or devices.
- Adjusting or modifying examinations or policies.

If you require an accommodation, notify your Supervisor / SJS Call Center. In instances where the need for a particular accommodation is not obvious, you may be asked to provide:

- The reason an accommodation is needed.
- A description of the proposed accommodation.
- Information on how the accommodation will effectively address your limitations.

Medical documentation will not be required in the following situations:

- When the limitation and need for an accommodation is obvious.
- If the Company is already aware of the limitation due to previous disclosures.
- When requesting accommodations such as additional restroom breaks, fluid intake, food breaks, or seating arrangements, which are considered presumptively reasonable.
- For any lactation accommodations.
- When a similar accommodation has been provided to other employees without requiring documentation.

The Company will engage in an interactive process with you to identify suitable accommodations. While we strive to accommodate all requests, certain accommodations may not be provided if they would result in undue hardship to the Company. Factors considered include the nature and cost of the accommodation, the overall financial resources of the facility, and the impact on operations, including safety and efficiency.

If leave is provided as a reasonable accommodation, it may run concurrently with leave under the federal Family and Medical Leave Act (FMLA) and/or any other applicable leave as permitted by law.

The Company strictly prohibits retaliation against employees who request or utilize an accommodation under this policy.

3.4 Conflicts of Interest

SJ Solutions Security and Protection Services Inc is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Company, you must disclose it to HR@sjsolutions.us. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

3.5 Disability Accommodation

SJ Solutions Security and Protection Services Inc complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify HR@sjsolutions.us. You may be asked to include relevant information such as:

- The reason you need an accommodation.
- A description of the proposed accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

Where state or local law provides greater protections to employees than federal law, the Company will apply the law that provides the greatest benefit to employees.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Company will not discriminate or retaliate against employees for requesting an accommodation.

3.6 Sexual Harassment Prevention

Purpose and Goals

SJ Solutions Security and Protection Services Inc is committed to maintaining a workplace free from harassment and discrimination. Sexual harassment is a form of workplace discrimination that subjects an employee to inferior conditions of employment due to their gender, gender identity, gender expression (perceived or actual), and/or sexual orientation. Sexual harassment is often viewed simply as a form of gender-based discrimination, but the Company recognizes that discrimination can be related to or affected by other identities beyond gender (see NY EEO Statement and Nonharassment Policy). Our different identities impact our understanding of the world and how others perceive us. For example, an individual's race, ability, or immigration status may impact their experience with gender discrimination in the workplace. While this policy is focused on sexual harassment and gender discrimination, the methods for reporting and investigating discrimination based on other protected identities are the same. The purpose of this policy is to teach employees to recognize discrimination, including discrimination due to an individual's intersecting identities, and provide the tools to take action when it occurs. All employees, managers, and supervisors are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace. This policy is one component of the Company's commitment to a discrimination-free work environment.

Goals of this Policy

Sexual harassment and discrimination are against the law. After reading this policy, employees will understand their right to a workplace free from harassment. Employees will also learn what harassment and discrimination look like, what actions they can take to prevent and report harassment, and how they are protected from retaliation after taking action. The policy will also explain the investigation process into any claims of harassment. Employees are encouraged to report sexual harassment or discrimination by filing a complaint internally with the Company, with a government agency, or in court under federal, state, or local antidiscrimination laws. To file a complaint internally, use the complaint form attached to the end of this handbook and submit it to <a href="https://example.com/hr.assment.om/hr

Sexual Harassment and Discrimination Prevention Policy

- 1. SJ Solutions Security and Protection Services Inc's policy applies to all employees, applicants for employment, and interns, whether paid or unpaid. The policy also applies to additional covered individuals. It applies to anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in our workplace. These individuals include persons commonly referred to as independent contractors, gig workers, and temporary workers. Also included are persons providing equipment repair, cleaning services, or any other services through a contract with the Company. For the remainder of this policy, we will use the term "covered individual" to refer to these individuals who are not direct employees of the Company.
- 2. Sexual harassment is unacceptable. Any employee or covered individual who engages in sexual harassment, discrimination, or retaliation will be subject to action, including appropriate discipline for employees. In New York, harassment does not need to be severe or pervasive to be illegal. Employees and covered individuals should not feel discouraged from reporting harassment because they do not believe it is bad enough, or conversely because they do not want to see a colleague fired over less severe behavior. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment will depend on the degree of harassment and might include education and counseling. It may lead to suspension or termination when appropriate.
- 3. Retaliation is prohibited. Any employee or covered individual that reports an incident of sexual harassment or discrimination, provides information, or otherwise assists in any investigation of a sexual harassment or discrimination complaint is protected from retaliation. No one should fear reporting sexual harassment if they believe it has occurred. So long as a person reasonably believes that they have witnessed or experienced such behavior, they are protected from retaliation. Any employee of the Company who retaliates against anyone involved in a sexual harassment or discrimination investigation will face disciplinary action, up to and including termination. All employees and covered individuals working in the workplace who believe they have been subject to such retaliation should inform HR@sjsolutions.us. All employees and covered individuals who believe they have been a target of such retaliation may also seek relief from government agencies, as explained in the Legal Protections section below.
- 4. Discrimination of any kind, including sexual harassment, is a violation of our policies, is unlawful, and may subject the Company to liability for the harm experienced by targets of discrimination. Harassers may also be individually subject to liability, and employers or supervisors who fail to report or act on harassment may be liable for aiding and abetting such behavior. Employees at every level who engage in harassment or discrimination, including managers and supervisors who engage in harassment or discrimination or who allow such behavior to continue, will be penalized for such misconduct.

- 5. The Company will conduct a prompt and thorough investigation that is fair to all parties. An investigation will happen whenever management receives a complaint about discrimination or sexual harassment, or when management otherwise knows of possible discrimination or sexual harassment occurring. The Company will keep the investigation confidential to the extent possible. If an investigation ends with the finding that discrimination or sexual harassment occurred, the Company will act as required. In addition to any required discipline, the Company will also take steps to ensure a safe work environment for the employee(s) who experienced the discrimination or harassment. All employees, including managers and supervisors, are required to cooperate with any internal investigation of discrimination or sexual harassment.
- 6. All employees and covered individuals are encouraged to report any harassment or behaviors that violate this policy. All employees will have access to a complaint form to report harassment and file complaints. Use of this form is not required. For anyone who would rather make a complaint verbally, or by email, these complaints will be treated with equal priority. Employees who prefer not to report harassment to HR@sjsolutions.us or the Company may instead report harassment to the New York State Division of Human Rights and/or the United States Equal Employment Opportunity Commission. Complaints may be made to both the employer and a government agency. Managers and supervisors are required to report any complaint that they receive, or any harassment that they observe or become aware of, to HR@sjsolutions.us.
- 7. This policy applies to all employees and covered individuals, such as contractors, subcontractors, vendors, consultants, or anyone providing services in the workplace, and all must follow and uphold this policy. This policy must be provided to all employees in person or digitally through email upon hiring and will be posted prominently in all work locations. For those offices operating remotely, in addition to sending the policy through email, it will also be available on the Company's shared network.

What Is Sexual Harassment?

Sexual harassment is a form of gender-based discrimination that is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender. Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination, including gender role stereotyping and treating employees differently because of their gender.

Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression, and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three most common ways people identify are cisgender, transgender, and non-binary. A *cisgender person* is

someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female. A *transgender person* is someone whose gender is different than the sex they were assigned at birth. A *non-binary person* does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do. Respecting an individual's gender identity is a necessary first step in establishing a safe workplace.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment does not need to be severe or pervasive to be illegal. It can be any harassing behavior that rises above petty slights or trivial inconveniences. Every instance of harassment is unique to those experiencing it, and there is no single boundary between petty slights and harassing behavior. However, the Human Rights Law specifies that whether harassing conduct is considered petty or trivial is to be viewed from the standpoint of a reasonable victim of discrimination with the same protected characteristics. Generally, any behavior in which an employee or covered individual is treated worse because of their gender (perceived or actual), sexual orientation, or gender expression is considered a violation of the Company's policy. The intent of the behavior, for example, making a joke, does not neutralize a harassment claim. Not intending to harass is not a defense. The impact of the behavior on a person is what counts. Sexual harassment includes any unwelcome conduct that is either directed at an individual because of that individual's gender identity or expression (perceived or actual), or is of a sexual nature when:

- The purpose or effect of this behavior unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment. The impacted person does not need to be the intended target of the sexual harassment;
- Employment depends implicitly or explicitly on accepting such unwelcome behavior;
 or
- Decisions regarding an individual's employment are based on an individual's
 acceptance or rejection of such behavior. Such decisions can include what shifts and
 how many hours an employee might work, project assignments, as well as salary and
 promotion decisions.

There are two main types of sexual harassment:

 Behaviors that contribute to a hostile work environment include, but are not limited to, words, signs, jokes, pranks, intimidation, or physical violence that are of a sexual nature or that are directed at an individual because of that individual's sex, gender identity, or gender expression. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory, or discriminatory statements that an employee finds offensive or objectionable, causes an employee discomfort or humiliation, or interferes with their job performance. • Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment, or any other terms, conditions, or privileges of employment. This is also called **quid pro quo** harassment.

Any employee or covered individual who feels harassed is encouraged to report the behavior so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be discrimination and is covered by this policy.

Examples of Sexual Harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited. **This list is just a sample of behaviors and should not be considered exhaustive.** Any employee who believes they have experienced sexual harassment, even if it does not appear on this list, should feel encouraged to report it.

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, or brushing against or poking another employee's body; or
 - Rape, sexual battery, molestation, or attempts to commit these assaults, which may be considered criminal conduct outside the scope of this policy (contact local law enforcement if you wish to pursue criminal charges).
- Unwanted sexual comments, advances, or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits (can include sexual advances/pressure placed on a service industry employee by customers or clients, especially those industries where hospitality and tips are essential to the customer/employee relationship);
 - Subtle or obvious pressure for unwelcome sexual activities; or
 - Repeated requests for dates or romantic gestures, including gift-giving.
- Sexually oriented gestures, noises, remarks, or jokes, or questions and comments about a person's sexuality, sexual experience, or romantic history that create a hostile work environment. This is not limited to interactions in person. Remarks made over virtual platforms and in messaging apps when employees are working remotely can create a similarly hostile work environment.
- Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:
 - Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or
 - Asking employees to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.

- Sexual or discriminatory displays or publications anywhere in the workplace, such as
 displaying pictures, posters, calendars, graffiti, objects, promotional material, reading
 materials, or other materials that are sexually demeaning or pornographic. This
 includes such sexual displays on workplace computers or cell phones and sharing
 such displays while in the workplace. This also extends to the virtual or remote
 workspace and can include having such materials visible in the background of one's
 home during a virtual meeting.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or gender expression, such as:
 - Interfering with, destroying, or damaging a person's workstation, tools, or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling, or name-calling;
 - o Intentional misuse of an individual's preferred pronouns; or
 - Creating different expectations for individuals based on their perceived identities, such as dress codes that place more emphasis on women's attire, or leaving parents/caregivers out of meetings.

Who Can Be a Target of Sexual Harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. Harassment does not have to be between members of the opposite sex or gender. New York law protects employees and all covered individuals described earlier in the policy. Harassers can be anyone in the workplace. A supervisor, a supervisee, or a coworker can all be harassers. Anyone else in the workplace can also be a harasser, including an independent contractor, contract worker, vendor, client, customer, patient, constituent, or visitor.

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

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

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

Where Can Sexual Harassment Occur?

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

Sexual harassment can occur when employees are working remotely from home as well. Any behaviors outlined above that leave an employee feeling uncomfortable, humiliated, or unable to meet their job requirements constitutes harassment even if the employee is at home when the harassment occurs. Harassment can happen on virtual meeting platforms, in messaging apps, and after working hours between personal cell phones.

<u>Retaliation</u>

Retaliation is unlawful and is any action by an employer or supervisor that punishes an individual upon learning of a harassment claim, that seeks to discourage a worker or covered individual from making a formal complaint or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. These actions need not be job related or occur in the workplace to constitute unlawful retaliation. For example, threats of physical violence outside of work hours or disparaging someone on social media would be covered as retaliation under this policy.

Examples of retaliation may include, but are not limited to:

- Demoting, terminating, denying accommodations, reduced hours, or the assignment of less desirable shifts;
- Publicly releasing personnel files;
- Refusing to provide a reference or providing an unwarranted negative reference;
- Labeling an employee as "difficult" and excluding them from projects to avoid "drama";
- Undermining an individual's immigration status; or
- Reducing work responsibilities, passing over for a promotion, or moving an individual's desk to a less desirable office location.

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

- Made a complaint of sexual harassment or discrimination, either internally or with any government agency;
- Testified or assisted in a proceeding involving sexual harassment or discrimination under the Human Rights Law or any other antidiscrimination law;

- Opposed sexual harassment or discrimination by making a verbal or informal complaint to management, or by simply informing HR@sjsolutions.us of suspected harassment;
- Reported that another employee has been sexually harassed or discriminated against; or
- Encouraged another employee to report harassment.

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

Reporting Sexual Harassment

Everyone must work toward preventing sexual harassment, but leadership matters. Supervisors and managers have a special responsibility to make sure employees feel safe at work and that workplaces are free from harassment and discrimination. Any employee or covered individual is encouraged to report harassing or discriminatory behavior to HR@sjsolutions.us. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to their HR@sjsolutions.us.

Reports of sexual harassment may be made verbally or in writing. A written complaint form is attached to this policy for employees to use, but the complaint form is not required. If you are reporting sexual harassment on behalf of someone else, you may use the complaint form and should note that it is on another's behalf. A verbal or otherwise written complaint (such as an email) on behalf of oneself or another is also acceptable.

Employees and covered individuals who believe they have been a target of sexual harassment may at any time seek assistance in additional available forums, as explained in the Legal Protections section below.

Supervisory Responsibilities

Supervisors and managers have a responsibility to prevent sexual harassment and discrimination. All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing or discriminatory behavior, or for any reason suspect that sexual harassment or discrimination is occurring, are required to report such suspected sexual harassment to HR@sjsolutions.us. Managers and supervisors should not be passive and wait for an employee to make a claim of harassment. If they observe such behavior, they must act.

Supervisors and managers can be disciplined if they engage in sexually harassing or discriminatory behavior themselves. Supervisors and managers can also be disciplined for failing to report suspected sexual harassment or allowing sexual harassment to continue after they know about it.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

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

Bystander Intervention

Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is **required** to report it. There are five standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help.

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

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

Complaints and Investigations of Sexual Harassment

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. An investigation of any complaint, information, or knowledge of suspected sexual harassment will be prompt, thorough, and started and completed as soon as possible. The investigation will be kept confidential to the extent possible. All individuals involved, including those making a harassment claim, witnesses, and alleged harassers, deserve a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. The Company will take disciplinary action against anyone engaging in

retaliation against employees who file complaints, support another's complaint, or participate in harassment investigations.

The Company recognizes that participating in a harassment investigation can be uncomfortable and has the potential to retraumatize an individual. Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.

While the process may vary from case to case, investigations will be done in accordance with the following steps. Upon receipt of a complaint, HR and Compliance will:

- 1. Conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take any interim actions (for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment), as appropriate. If the complaint is verbal, request that the individual completes the complaint form in writing. If the person reporting prefers not to fill out the form, HR and Compliance will prepare a complaint form or equivalent documentation based on the verbal reporting;
- 2. Take steps to obtain, review, and preserve documents sufficient to assess the allegations, including documents, emails, or phone records that may be relevant to the investigation. HR and Compliance will consider and implement appropriate document request, review, and preservation measures, including for electronic communications;
- 3. Seek to interview all parties involved, including any relevant witnesses;
- 4. Create a written documentation of the investigation (such as a letter, memo, or email), which contains the following:
 - A list of all documents reviewed, along with a detailed summary of relevant documents;
 - A list of names of those interviewed, along with a detailed summary of their statements;
 - A timeline of events;
 - A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and
 - The basis for the decision and final resolution of the complaint, together with any corrective action(s).
- 5. Keep the written documentation and associated documents in a secure and confidential location;
- 6. Promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and
- 7. Inform the individual(s) who reported of the right to file a complaint or charge externally as outlined in the next section.

<u>Legal Protections and External Remedies</u>

Sexual harassment is not only prohibited by the Company, but it is also prohibited by state, federal, and, where applicable, local law.

The internal process outlined in this policy is one way for employees to report sexual harassment. Employees and covered individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may also seek the legal advice of an attorney.

New York State Division of Human Rights

The New York State Human Rights Law, N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State and protects employees and covered individuals, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the New York State Division of Human Rights (DHR) or in the New York State Supreme Court.

Complaints of sexual harassment filed with DHR may be submitted any time within three years of the harassment. If an individual does not file a complaint with DHR, they can bring a lawsuit directly in state court under the Human Rights Law within three years of the alleged sexual harassment. An individual may not file with DHR if they have already filed a Human Rights Law complaint in state court.

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

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment occurred. Probable cause cases receive a public hearing before an administrative law judge. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies, but it may include requiring your employer to take action to stop the harassment or repair the damage caused by the harassment, including paying monetary damages, punitive damages, attorney's fees, and civil fines.

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

Go to dhr.ny.gov/complaint for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR, as well as a form that can be submitted online. The website also contains contact information for DHR's regional offices across New York State.

Call the DHR sexual harassment hotline at **1-(800)-HARASS3** for more information about filing a sexual harassment complaint. This hotline can also provide you with a referral to a volunteer attorney experienced in sexual harassment matters who can provide you with limited free assistance and counsel over the phone.

The United States Equal Employment Opportunity Commission

The United States Equal Employment Opportunity Commission (EEOC) enforces federal antidiscrimination laws, including Title VII of the 1964 federal Civil Rights Act, 42 U.S.C. § 2000e et seq. An individual can file a complaint with the EEOC anytime within 300 days from the most recent incident of harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred. If the EEOC determines that the law may have been violated, the EEOC will try to reach a voluntary settlement with the employer. If the EEOC cannot reach a settlement, the EEOC (or the Department of Justice in certain cases) will decide whether to file a lawsuit. The EEOC will issue a Notice of Right to Sue permitting workers to file a lawsuit in federal court if the EEOC closes the charge, is unable to determine if federal employment discrimination laws may have been violated, or believes that unlawful discrimination occurred by does not file a lawsuit.

Individuals may obtain relief in mediation, settlement, or conciliation. In addition, federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov, or via email at info@eeoc.gov.

If an individual filed an administrative complaint with the New York State Division of Human Rights, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city, or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment or discrimination with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 22 Reade Street, 1st Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

Conclusion

The policy outlined above is aimed at providing SJ Solutions Security and Protection Services Inc employees and covered individuals an understanding of their rights to a discrimination- and harassment-free workplace. Everyone should feel safe at work. Though the focus of this policy is on sexual harassment and gender discrimination, the New York State Human Rights law protects against discrimination in several protected classes, including sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, predisposing genetic characteristics, familial status, marital status, criminal history, or domestic violence survivor status. The prevention policies outlined above should be considered applicable to all protected classes.

3.7 Sexual Harassment Training

New York State Law requires that employers of one or more employees must conduct sexual harassment prevention training for all employees each year.

The Commission has developed online training that will satisfy both the New York State and New York City sexual harassment prevention training requirements.

Your employer should tell you before you take the training how they want to receive the certificate. At the end of this training, you will be prompted to enter your full name. After you have entered your full name click on the submit button.

Save your certificate on your mobile device or computer Email Hr@sjsolutions.us your certificate of completion In the Subject box of your email: Sexual Harassment Training (Full Name) & Your Site.

The training:

- The training takes approximately 45 minutes.
- You can take the training on a computer or a phone.
- This training requires Chrome 67 (or later), Firefox 66.0.4 (or later), or Safari 11.1.1 (or later).
- Accessibility features for users with disabilities include: audio descriptions and closed captioning alt-text for the images and the icons

https://www.nyc.gov/assets/cchr/training/english/index.htm

3.8 Employment of Relatives and Friends

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, S.J.S. Inc. may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of the Company. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The Company generally will attempt to identify other available positions, but if no alternate position is available, the Company retains the right to decide which employee will remain with the Company.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

SJ Solutions strongly believes that a work environment where employees maintain clear boundaries between employee personal and business interactions is necessary for effective business operations. Although this policy does not prevent the development of friendships or romantic relationships between co-workers, it does establish boundaries as to how relationships are conducted during working hours and within the working environment.

Individuals in supervisory or managerial roles and those with authority over others' terms and conditions of employment are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information, and their ability to affect the employment of individuals in subordinate positions.

This policy does not preclude or interfere with the rights of employees protected by the National Labor Relations Act or any other applicable statute concerning employment relationships.

Procedures

- 1. During working time and in working areas, employees are expected to conduct themselves in an appropriate workplace manner that does not interfere with others or with overall productivity.
- 2. During nonworking time, such as lunches, breaks, and before and after work periods, employees engaging in personal exchanges in nonwork areas should observe an

appropriate workplace manner to avoid offending other workers or putting others in an uncomfortable position.

- 3. Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate in the workplace by a reasonable person while anywhere on company premises, whether during working hours or not.
- 4. Employees who allow personal relationships with co-workers to adversely affect the work environment will be subject to SJ Solutions' disciplinary policy, including counseling for minor problems. Failure to change behavior and maintain expected work responsibilities is viewed as a serious disciplinary matter.
- 5. Employee off-duty conduct is generally regarded as private if such conduct does not create problems within the workplace. An exception to this principle, however, is romantic or sexual relationships between supervisors and subordinates.
- 6. Any supervisor, manager, executive, or other company official in a sensitive or influential position with SJ Solutions must disclose the existence of a romantic or sexual relationship with another co-worker. Disclosure may be made to the individual's immediate supervisor or the director of HR. SJ Solutions will review the circumstances to determine whether any conflict of interest exists.
- 7. When a conflict-of-interest or potential risk is identified due to a company official's relationship with a co-worker, SJ Solutions will work with the parties involved to consider options for resolving the problem. The initial solution may be to make sure the parties no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions and financial transactions are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage. In some cases, other measures may be necessary, such as transfer of one or both parties to other positions or departments. If one or both parties refuse to accept a reasonable solution, such refusal will be deemed a voluntary resignation.
- 8. Failure to cooperate with SJ Solutions to resolve a conflict or problem caused by a romantic or sexual relationship between co-workers or among managers, supervisors, or others in positions of authority in a mutually agreeable fashion may be deemed insubordination and result in disciplinary action up to and including termination.
- 9. The provisions of this policy apply regardless of the sexual orientation of the parties involved.
- 10. Where doubts exist as to the specific meaning of the terms used above, employees should make judgments based on the overall spirit and intent of this policy.
- 11. Any concerns about the administration of this policy should be addressed to HR@sjsolutions.us.

3.9 New Hires and Introductory Periods

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with SJ Solutions Security and Protection Services Inc and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

3.10 Religious Accommodation

SJ Solutions Security and Protection Services Inc recognizes the diversity of religious beliefs and is committed to providing equal employment opportunities to all employees, regardless of their religious beliefs and practices or lack thereof. Consistent with this commitment, the Company complies with Title VII of the Civil Rights Act of 1964 and all applicable state and local laws that prohibit employment discrimination on the basis of religion. The Company will reasonably accommodate the sincerely held religious beliefs of employees if the accommodations would resolve a conflict between the individual's religious belief or practice and a work requirement, unless doing so would create an undue hardship.

Requesting a Religious Accommodation

If you need an accommodation because of your religious beliefs or practices, make the request with HR@sjsolutions.us or appropriate department. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need the accommodation.
- How the accommodation will help resolve the conflict between your religious beliefs or practices (or lack thereof) and your work requirements.

After receiving your request, the Company will engage in an interactive dialogue with you to explore potential accommodations that could resolve the conflict between your religious beliefs or practices and work requirements. The Company encourages you to suggest specific reasonable accommodations. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

The Company will not discriminate or retaliate against employees who, in good faith, request a religious accommodation under this policy.

3.11 Training Program

In most cases, and for most departments, training employees is done on an individual basis by the department manager. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, consult your Supervisor / SJS Call Center.

4.0 Benefits

4.1 Cellular Phone Stipend

SJ Solutions requires all employees to have a working smartphone capable of supporting the mobile applications necessary for completing job tasks. To assist with cell phone expenses, SJ Solutions provides a \$10 allowance, issued with the third paycheck of each month.

Supervisors may, at their discretion, review company-related applications installed on personal devices to ensure compliance with work orders and security policies. Refusal to permit such reviews forfeits the monthly allowance.

4.2 Employee Assistance Program (EAP)

SJ Solutions Security and Protection Services Inc provides an employee assistance program (EAP) to all eligible employees and their family members/dependents after the plan's defined waiting period. The EAP provides confidential access to professional counseling services for help with personal concerns that may impact job performance.

Voluntary participation in the EAP will not jeopardize your opportunities for promotion or employment. You can contact the EAP directly. Any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to the Company.

In certain circumstances, you may be referred to the EAP by your Supervisor / SJS Call Center due to job performance issues.

EAP services can be initiated by contacting the EAP service provider at 1 800-960-5371.

Plan details are described in the Summary Plan Description (SPD).

EAP services are available to eligible participants without charge. However, the cost of any treatment or rehabilitation services you are referred to outside of the EAP is your responsibility if not completely covered by insurance.

Refer to the SPD for plan information and details.

4.3 401(k) Plan

Eligible employees may participate in the SJ Solutions Security and Protection Services Inc 401(k) plan after completing any applicable waiting period as defined in the plan. Refer to your Summary Plan Description (SPD) for specific information.

The Company will notify you if you are eligible to participate in the 401(k) plan. Contact payroll@sjsolutions.us to understand your eligibility requirements. This benefit may be canceled or changed at the discretion of the Company, unless otherwise required by law.

4.4 Paid Sick Leave (Accrual Method)

SJ Solutions Security and Protection Services Inc provides paid sick leave to eligible employees in accordance with New York law.

Eligibility

All employees are eligible for sick leave.

Reasons for Leave

Sick leave may be used for the following purposes:

- For your own or a family member's mental or physical illness, injury, or health condition regardless of whether such illness, injury, or health condition has been diagnosed or requires medical care at the time that you request leave;
- For the diagnosis, care, or treatment of your own or a family member's mental or physical illness, injury, or health condition or need for medical diagnosis or preventive care; or
- For your absence from work when you or your family member has been the victim of domestic violence, a family offense, sexual offense, stalking, or human trafficking, and you need to:
 - Obtain services from a domestic violence shelter, rape crisis center, or other services program;
 - Participate in safety planning, temporarily or permanently relocate, or take other actions to increase your safety or the safety of your family members;
 - Meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in, any criminal or civil proceeding;
 - o File a complaint or domestic incident report with law enforcement;
 - Meet with a district attorney's office;
 - o Enroll children in a new school; or
 - Take any other actions necessary to ensure your or a family member's health or safety or to protect those who associate or work with you.

If you are responsible for the domestic violence, family offense, sexual offense, stalking, or human trafficking, you are not eligible for leave under this policy.

Family member means:

- Your child, spouse, domestic partner, parent, sibling, grandchild, or grandparent; or
- The child or parent of your spouse or domestic partner.

Parent means:

- Your biological, foster, step, or adoptive parent; or
- A person who acted as your legal guardian or a person who stood in loco parentis when you were a minor child.

Child means:

- Your biological, adopted, or foster child;
- A legal ward; or
- A child for which you stand in loco parentis.

Accrual and Usage

Eligible employees accrue one hour of sick leave for every 30 hours worked, beginning on their first day of employment. You may use sick leave as it accrues.

You may use up to a maximum of 56 hours of sick leave in a leave year. For purposes of this policy, the leave year is any consecutive 12-month period. The minimum increment of sick leave that you may take at one time is four hours. Unused sick leave will carry over to the following leave year; however, you may still only use 56 hours of sick leave in a leave year.

Compensation

You will be paid at your regular rate of pay or the applicable minimum wage, whichever is greater.

Notice

If the need for leave is foreseeable, you must provide reasonable notice of your need for leave. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence.

- 1. When calling out sick, you must inform SJS Call Center at that time that you wish to apply your sick time to the absence.
- 2. Please email HR@sjsolutions.us to confirm your request to use sick time.
- 3. If you are unsure of your sick time balance, please log in to your Paychex Flex app, navigate to the dashboard, and scroll down to view your accrued sick time. If you do not have access to the app, please contact payroll@sjsnyc.com for assistance.

Please note that notifications made after the day you called out sick will not be accepted, and your sick time will not be applied if the correct procedure is not followed. Thank you for your cooperation in adhering to these policies.

Documentation

If you use sick leave for three or more consecutive days, you may be required to provide reasonable documentation confirming your eligibility for leave. Reasonable documentation is limited to the following:

- A statement from a licensed medical provider attesting to your need for sick leave, the amount of leave needed, and the date you may return to work; or
- A statement from you attesting to your eligibility for leave.

The statement does not need to explain the nature of the illness or details related to the domestic violence, family offense, sexual offense, stalking, or human trafficking that necessitates the use of leave.

Confidentiality

Details surrounding your request for leave will be kept confidential, except as required by federal or state law or as necessary to protect your safety in the workplace.

<u>Recordkeeping</u>

You may request (verbally or in writing) a summary of the amounts of sick leave you have accrued and used in the current calendar year and/or any previous calendar year. This information will be provided within three business days.

Payment upon Termination

You will not be paid for any unused sick leave when your employment ends.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

4.5 Jury Duty Leave

SJ Solutions Security and Protection Services Inc encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Supervisor / SJS Call Center as soon as possible to make scheduling arrangements.

You will be paid a minimum of \$40 per day for the first three days of juror service or any part thereof. For any additional days, time spent on jury duty will be unpaid. If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

4.6 Bereavement Leave

SJ Solutions Security and Protection Services Inc recognizes the importance of taking leave when there is a death in the family. Where bereavement leave is not required by law, the Company will provide bereavement leave as follows:

All employees who have completed 60 days service are eligible for 3 days of paid bereavement leave for the death of an immediate family member.

You may use accrued but unused vacation/sick leave/paid time off if additional time is needed. Additional unpaid time off may be granted at the discretion of the Company on a case-by-case basis.

For purposes of this policy, *immediate family member* includes the following and applies both to the family of the employee and the employee's spouse: child (including foster child and stepchild), spouse, sister, brother, parents (including foster parents and stepparents), grandparents.

You must provide notice of your need for bereavement leave as far in advance as possible to HR@sjsolutions.us with supporting documentation. The Company may require documentation supporting your need for bereavement leave.

4.7 Employer-Sponsored Disability Benefits

SJ Solutions Security and Protection Services Inc offers the following employer-sponsored disability insurance benefits to eligible employees, after the plan's defined waiting period, when they miss work due to non-work-related disabilities.

Short-Term Disability Insurance

Short-term disability insurance generally pays a weekly benefit if you cannot work because of a covered illness or injury. The benefit replaces a portion of your weekly income, providing funds directly to you to help pay your bills and living expenses. Check your plan documents for details about benefit payments and duration.

Long-Term Disability Insurance

Long-term disability insurance generally pays a monthly benefit to you if you cannot work because of a covered illness or injury. The benefit replaces a portion of your income, thus helping to meet your financial commitment in a time of need. Check your plan documents for details about benefit payments and duration.

Additional Information

The terms and conditions for the disability insurance program are outlined in the Summary Plan Description (SPD). Contact HR@sjsolutions.us for a copy of the plan provisions, required forms, and additional information about these benefits.

4.8 Family and Medical Leave (FMLA)

In accordance with the Family and Medical Leave Act of 1993 (FMLA), SJ Solutions Security and Protection Services Inc provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to covered employees in certain circumstances.

Eligibility

To qualify for FMLA leave, you must:

- Have worked for the Company for at least 12 months, although that time need not be consecutive;
- Have worked at least 1,250 hours in the last 12 months; and
- Be employed at a worksite that has 50 or more employees within 75 miles.

Reasons for Leave

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period, for any of the following reasons:

 The birth of a child and to care for that child (leave must be completed within one year of the child's birth);

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

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave, to care for a spouse, child, parent, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service.

As used in this policy:

- **Spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- Child means a biological, adopted, or foster child, a stepchild, a legal ward, or a child
 of a person standing in loco parentis, who is either under age 18 or age 18 or older
 and incapable of self-care because of a mental or physical disability at the time FMLA
 leave is to commence. A child for the purposes of military exigency or military care
 leave can be of any age.
- **Parent** means a biological, adoptive, step, or foster parent, or any other individual who stood in loco parentis to you when you were a child.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as their caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.

Notice

If the need for leave is foreseeable because of an expected birth, adoption, or a planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not possible, give notice as soon as practical (within one or two business days of learning of your need for leave). Failure to provide appropriate notice may result in the delay or denial of leave.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to a planned medical treatment or a series of treatments for yourself, a family member, or covered service member, you must first consult with the Company regarding the dates of this treatment to work out a schedule that best suits your needs or the needs of the covered military member, if applicable, and the Company.

If the need for leave is unforeseeable, provide notice as soon as possible to HR@sjsolutions.us. Normal call-in procedures apply to all absences from work, including requests for absences under this policy. Failure to provide appropriate notice may result in the delay or denial of leave.

Certification

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant healthcare provider must supply appropriate medical certification. You may obtain medical certification forms from HR@sjsolutions.us. When you request leave, the Company will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

At our expense, the Company may require an examination by a second healthcare provider designated by us. If the second healthcare provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion. Subsequent medical recertification may also be required. Failure to provide requested certification within 15 days, when practical, may delay further leave until it is provided.

The Company also reserves the right to require certification from a covered military member's healthcare provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

<u>Paid Leave Utilization During FMLA Leave</u>

FMLA leave is unpaid; however, you may/will be allowed to use available paid leave (e.g., vacation/paid time off/sick days/personal days during FMLA leave as permitted by law.

FMLA leave runs concurrently with other leaves, such as accrued paid leave that is substituted for unpaid FMLA leave and any state family leave laws, to the extent allowed by applicable law. The substitution of paid leave for unpaid FMLA leave does not extend the 12 or 26 weeks (whichever is applicable) of FMLA leave. In addition, the substitution of paid leave for unpaid leave may not result in you receiving more than 100% of your salary.

If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to use accrued paid leave. However, where state law permits, you may elect to use accrued paid leave to supplement these benefits.

<u>Leave Increments</u>

Intermittent Leave

If medically necessary, FMLA leave for a serious health condition may be taken intermittently (in separate blocks of time) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

As FMLA leave is unpaid, the Company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, the Company may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

<u>Parental Leave</u>

Leave for the birth or placement of a child may be taken in a single block or intermittently with the Company's approval. Parental leave must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

Family Care, Personal Medical, Military Exigency, and Military Care Leave

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a healthcare provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced schedule basis.

Fitness for Duty Requirements

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. You will not be permitted to resume work until certification is provided.

<u>Health Insurance</u>

Maintaining Coverage During Leave

Your health insurance coverage will be maintained by the Company during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage lapses that coverage will terminate unless payments are promptly made.

Payment of Premiums

Alternatively, at our option, the Company may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that

lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the Company may require reimbursement for the health insurance premiums paid during the leave.

Reinstatement

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

Spouse Aggregation

If both you and your spouse work at the Company, you are collectively eligible for 12 weeks of leave for the birth or placement of a child or to care for a parent with a serious health condition. Similarly, spouses employed by the Company will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed for your own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

<u>Failure to Return</u>

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment. The Company is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

Alternative Employment

Consistent with the Company's Outside Employment Policy, you may not work or be gainfully employed for yourself or another employer while on a leave of absence unless express, written permission to perform such work has been granted by the Company]. If you are on a leave of absence and are found to be in violation of this policy, you will be subject to disciplinary action up to and including termination.

Interaction with State and Local Laws

Where state or local laws intersect with the FMLA, the Company will comply with the law that is the most favorable to you.

Abuse of Leave

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action, up to and including termination.

Designation of Leave

If the Company becomes aware of any qualifying reason for FMLA leave, the Company will designate it as such. You may not refuse FMLA designation under this policy.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Required Notice

The Company is required to provide you with a copy of the *Your Employee Rights Under the Family and Medical Leave Act* notice, which is attached as an addendum at the end of this handbook.

4.9 Military Leave (USERRA)

SJ Solutions Security and Protection Services Inc complies with applicable federal and state law regarding military leave and re-employment rights. A military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA, with amendments) and all applicable state law. You must submit documentation of the need for leave to your Supervisor or appropriate department. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Supervisor / SJS Call Center of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact your Supervisor or appropriate department.

4.10 Federal Jury Duty Leave

SJ Solutions Security and Protection Services Inc encourages employees to fulfill their civic duties related to federal jury duty service. If you are summoned for federal jury duty, notify as soon HR@sjsolutions.us as possible to make scheduling arrangements.

Time spent for federal jury duty service is unpaid; however, if you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. You may opt to use [PTO/vacation] in place of unpaid leave.]]

The Company will not discriminate or retaliate against employees for missing work due to federal jury service. Upon return to work, you will be reinstated to your prior position without loss of seniority and will be treated as if you have been on a leave of absence or furlough.

4.11 Personal Leave of Absence

SJ Solutions Security and Protection Services Inc recognizes that you may need time off from work in special circumstances that other leave policies may not address. In such cases, you may request a personal leave of absence.

Eligibility

All regular/full-time/part-time employees employed for at least 60 days are eligible to apply for an unpaid personal leave of absence.

Requesting Leave

Requests for unpaid personal leave must be submitted to HR@sjsolutions.us in writing at least 30 days in advance where practical. In emergency situations, written notice must be provided as soon as possible. The request should include the reason for the leave as well as the dates you expect to begin and end the leave.

Job performance, absenteeism, and departmental requirements will be taken into consideration before a request is approved. Requests for unpaid personal leave may be denied or granted for any reason and are within the sole discretion of the Company.

You will be required to use all available paid leave balances prior to taking an unpaid personal leave of absence/You may substitute any applicable and available paid leave for all or a portion of your unpaid personal leave.

Sick leave, PTO, vacation time, seniority, or other benefits will not accrue during an unpaid personal leave of absence. Holidays that occur during an unpaid personal leave of absence will not be paid.

If you are granted a personal leave of absence, reinstatement to your position or any position is not guaranteed.

Extension of Leave

You are required to return from unpaid personal leave on the originally scheduled return date. If you are unable to return, you must request an extension of the leave in writing at least 14 days in advance of the return date. Leave extensions will be considered on a case-by-case basis. If the Company denies the extension request, you must return to work on the originally scheduled return date or be considered to have voluntarily resigned from your employment.

Return to Work

In advance of your scheduled return date, HR@sjsolutions.us will arrange for you to resume your previous position, if available. However, the Company's need to fill a position may override the ability to hold a position open until your return. Therefore, we cannot assure our ability to reinstate you to any position after your leave. The Company retains the

discretion to determine the similarity of any available positions and your qualifications. If we are unable to reinstate you or you refuse the offer of reinstatement to a different position, your leave status will be changed to a voluntary termination.

Failure to Return from Leave

If you fail to return to work after an unpaid leave of absence, you will be considered to have resigned your employment.

Alternative Employment

While on an unpaid leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

4.12 COVID-19 Sick Leave

If you are, or your minor dependent child is, subject to an individual order of mandatory or precautionary quarantine or isolation issued by New York State, the New York State Department of Health, a local board of health, or any other government entity authorized to issue such order due to COVID-19 (Individual Quarantine Order), you may be eligible for paid and/or unpaid leave in addition to paid family leave benefits (PFLB) and disability benefits (DB).

Program Specifics

For the duration of the Individual Quarantine Order the Company is required to provide you with at least 14 days of paid sick leave.]]

Leave will be provided without the loss of any accrued sick leave and may only be used for up to three orders of quarantine or isolation.

Eligibility

You are not eligible for leave if you are deemed asymptomatic or have not yet been diagnosed with a medical condition and are physically able to work remotely or through other means while under an Individual Quarantine Order.

If you have returned to the United States after non-business-related travel to a country from which the Centers for Disease Control and Prevention (CDC) has issued a level two or three travel health notice, you are not eligible for these benefits if you were provided notice of the travel advisory, were warned that you would not be eligible for such benefits if you elected to travel to such countries, and chose to travel anyway. All employees in this category are entitled to use any accrued leave provided by the Company. If you do not have

any accrued leave, you may use unpaid leave for the duration of the quarantine or isolation.

Restoration

Upon return from leave, you will be restored to the same position you held prior to the leave with the same pay and other terms and conditions of your employment.

How to Apply for Benefits

Information on how to apply for DB and/or PFLB when you are under an Individual Quarantine Order is available at https://paidfamilyleave.ny.gov/if-you-are-quarantined-yourself#how-to-apply.

Business Closure

If the Company temporarily closes or goes out of business due to COVID-19, you may not be eligible for the above-mentioned benefits and should immediately apply for unemployment insurance. The unemployment insurance benefits one-week waiting period has been waived. Information on how to file a claim can be obtained at https://labor.ny.gov/unemploymentassistance.shtm.

Discrimination and Retaliation

The Company will not discriminate or retaliate against employees who take leave in accordance with this policy.

4.13 Crime Victim and Witness Leave

SJ Solutions Security and Protection Services Inc will provide eligible employees with time off from work, without pay, for any of the following reasons:

- To comply with a subpoena to testify in a criminal proceeding (including time off to consult with the district attorney);
- To give a victim impact statement at a pre-sentencing proceeding;
- To give a statement at a sentencing proceeding; or
- To give a statement at a parole board hearing.

You are eligible for time off under this policy if you are:

- The victim of the crime at issue in the proceedings;
- The victim's next of kin;
- The victim's representative if the victim is deceased as a result of the offense;
- A "Good Samaritan"; or
- Pursuing an application or the enforcement of an order of protection as provided under relevant law.

For purpose of this policy:

- **Good Samaritan** means someone who acts in good faith to apprehend a person who has committed a crime in his or her presence, to prevent a crime or an attempted crime from occurring, or to aid a law enforcement officer in effecting an arrest.
- *Victim's representative* means a person who represents or stands in the place of another person, including but not limited to, an agent, attorney, guardian, conservator, executor, heir, or parent of a minor.

If you are required to attend a criminal proceeding either as a witness or as a crime victim (or a close family member of a crime victim), you must notify your Supervisor / SJS Call Center as soon as possible and at least one day before taking leave to make scheduling arrangements. The Company reserves the right to require employees to provide proof of the need to attend the criminal proceedings to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

4.14 Voting Leave

SJ Solutions Security and Protection Services Inc encourages all employees to fulfill their civic responsibility and to vote in public elections. Most work schedules provide sufficient time to vote either before or after working hours. If the polls are open for at least four consecutive hours before or after the work shift, you will be deemed to have sufficient time outside of work hours to vote.

If you do not have sufficient time before or after work to vote, you may take enough time off at the beginning or end of your work shift to vote. Up to two hours' time off for this purpose will be provided without loss of pay.

You must request time off to vote from your Supervisor / SJS Call Center at least two working days prior to Election Day so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to normal business operations.

The Company will not retaliate or tolerate retaliation against employees who request or take leave under this policy. If you believe that you are being retaliated against because you requested or took leave under this policy, immediately report it to your Supervisor / SJS Call Center or HR@sjsolutions.us.

4.15 Paid Family Leave

New York's Paid Family Leave (PFL) program provides eligible employees with jobprotected, paid time off to:

- Bond with a newly born, adopted, or foster child.
- Care for a family member with a serious health condition.
- Assist in situations when a spouse, domestic partner, child, or parent is deployed abroad on active military service.

Eligibility

Eligible employees may take PFL leave as follows:

- If you work **full time** (a regular schedule of 20 or more hours per week), you are eligible after 26 consecutive weeks of employment.
- If you work **part time** (a regular schedule of less than 20 hours per week), you are eligible after working 175 days, which do not need to be consecutive.

Amount of Benefit

You will be provided up to 12 weeks of leave at 67 percent of your weekly pay (capped at 67 percent of statewide average pay).

You may use accrued paid leave in order to receive full pay while on PFL.

<u>Funding</u>

PFL is funded through employee payroll contributions that are set each year to match the cost of coverage. The rate of employee contributions is reviewed annually and is subject to change by the New York State Department of Financial Services.

If you are not eligible for PFL, you will be provided a waiver to sign, and PFL contributions will not be deducted from your wages.

Qualifying Events

If you are eligible, you may use PFL for the following reasons:

- New child: You may take PFL during the first 12 months following the birth, adoption, or fostering of a child. Expectant mothers cannot take PFL for their own pregnancy.
 PFL for the birth of a child begins after the child's birth and is not available for prenatal conditions.
- **Serious health condition:** You may take PFL to care for a family member with a serious health condition. The relative may live outside of New York State and even outside the country. You cannot take PFL for your own health condition.
- **Military active service deployment:** You may take PFL when your spouse, domestic partner, child, or parent is deployed abroad on active military service or has been

notified of an impending military deployment abroad. You cannot use PFL for your own qualifying military event.

As used in this policy:

- **Family member** includes a spouse, domestic partner, child and stepchild, parent and stepparent, parent-in-law, grandparent, grandchild, and sibling (biological, adopted, half, and step).
- **Serious health condition** is an illness, injury, impairment, or physical or mental condition, including transplant preparation and recovery from surgery related to organ or tissue donation, that involves inpatient care in a hospital, hospice, or residential medical facility; or continuing medical treatment or continuing supervision by a health care provider.

<u>Health Insurance</u>

Your health insurance will continue while you are on leave; however, if you contribute to the cost of your health insurance, you must continue to pay your portion of the premium cost while on leave.

Interaction with Other Laws

PFL may be taken by employees who are eligible for time off under the federal Family and Medical Leave Act (FMLA). PFL will run concurrently with designated FMLA leave when the reason for leave qualifies under both PFL and FMLA. Eligible employees must then apply for both PFL and FMLA.

You may not receive short-term disability and PFL benefits at the same time. You may not take more than 26 combined weeks of short-term disability and PFL in a 52-week period.

If you are unable to work and qualify for workers' compensation benefits, you may not use PFL benefits at the same time as you are receiving workers' compensation benefits. If you are receiving reduced earnings, you may be eligible for PFL.

Notice and Required Documentation

Notify HR@sjsolutions.us if you intend to use PFL. If leave is foreseeable, you must give 30 days' advance notice so the Company can plan for your absence. If the event was not foreseeable, notify HR@sjsolutions.us as soon as possible. If you fail to give notice without unusual circumstances justifying the failure, PFL may be delayed or partially denied.

You must provide documentation in support of your PFL request within 30 days after the leave begins. The Company may require additional proof during your leave, but not more often than once a week. Proof must include a statement of disability from the leave recipient's health care provider.

Returning to Work

On return from PFL, you will be reinstated to your original position, or if no longer available, an equivalent position with equivalent terms and conditions of employment, including pay and employment benefits.

Use of PFL will not result in the loss of any employment benefit that accrued before the start of your family leave that was not used during your family leave.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Additional Information

If you have additional questions regarding PFL, contact HR@sjsolutions.us or visit https://paidfamilyleave.ny.gov/.

4.16 Blood and Bone Marrow Donation Leave

SJ Solutions Security and Protection Services Inc provides those employees who work an average of 20 or more hours per week:

- Up to three hours of unpaid leave in any calendar year to donate blood. You must give reasonable notice of at least three working days of your intent to take leave to give blood. Provide documentation to your Supervisor / SJS Call Center immediately after such leave is taken.
- Unpaid time off, as determined by your physician, not to exceed 24 hours without Company approval to undergo a medical procedure to donate bone marrow. If you seek leave to donate bone marrow, you must provide verification from a physician setting forth the purpose and length of each leave required.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

4.17 Military Spouse Leave

SJ Solutions Security and Protection Services Inc provides up to 10 days of unpaid leave to employees who are the spouse of a military member who is home on leave during a period of military deployment.

To be eligible for military spouse leave you must:

- Work an average of 20 or more hours per week; and
- Be the spouse of a member of the U.S. Armed Forces, National Guard, or Reserves
 who has been deployed during a period of military conflict to a combat theater or
 combat zone of operations.

A **period of military conflict** means a period of war declared by the U.S. Congress or a period during which a member of the Reserves is ordered to active duty under federal authority.

If you need to take military spouse leave, notify your Supervisor / SJS Call Center as soon as reasonably possible. The Company reserves the right to ask for documents supporting the need for leave.

You may elect to use any available paid time off for which you are eligible under Company policy for the purpose of taking military spouse leave, and such paid time off will run concurrently with the leave afforded under this policy.

The Company will not discriminate or retaliate against employees who request or take leave in accordance with this policy.

4.18 Unemployment Compensation Insurance

Unemployment compensation insurance is paid for by SJ Solutions Security and Protection Services Inc and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

4.19 Vacation

SJ Solutions Security and Protection Services Inc provides employees with paid vacation.

Eligibility

All full-time regular employees are eligible to receive vacation time after completing 1 year of employment.

Deposits Into Your Leave Account

We know how hard employees work and recognize the importance of providing time for rest and relaxation. We fully encourage employees to get this rest by taking your vacation time. Full-time employees accrue paid vacation time as follows:

- After one (1) full year, twelve (12) consecutive months employees will accrue three (3) days
- After two (2) consecutive years, employees will accrue two (2) additional days (total of 5 days)
- After five (5) consecutive years, employees will accrue nine (9) additional days (total 14 days)

Vacations should be taken during the year accrued, unless otherwise required by law.

Every effort will be made to grant the employee's vacation preference, consistent with our operating schedule. However, if too many people request the same period of time off, the Company reserves the right to choose who may take vacation during that period. Employees with the longest length of service generally will be given preference.

<u>Leave Usage and Requests for Leave</u>

Vacation requests must be submitted to HR@sjsolutions.us and Operations@sjsolutions.us at least one month in advance of their requested vacation dates. To request time off please reach out to operations@sjsolutions.us & hr@sjsolutions.us. Vacation may be used only in full-day increments.

During a Leave of Absence

The Company may require you to use any unused vacation during disability or family medical leave, or any other leave of absence, where permissible under local, state, or federal law.

You will not accrue vacation during unpaid leaves of absence or other periods of inactive service, unless vacation accrual is required by applicable federal, state, or local law.

Carryover

Unused vacation can be carried over to the following year on or about your anniversary date.

<u>Separation of Employment</u>

Upon separation of employment for any reason, you will receive unused vacation is paid out upon separation. Advanced but unaccrued vacation will be deducted from your final paycheck, to the extent permitted by law.

4.20 Accommodations for Victims of Domestic Violence

SJ Solutions Security and Protection Services Inc will provide reasonable accommodations to employees who are victims of domestic violence who must be absent from work for a reasonable time, unless such accommodation would cause an undue hardship on the Company.

Accommodations include reasonable time off to:

- Seek medical attention for injuries caused by domestic violence, including for a child who is the victim of domestic violence;
- Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence;
- Obtain psychological counseling related to an incident or incidents of domestic violence, including for a child who is the victim of domestic violence;

- Participate in safety planning or other action taken to increase safety from future incidents of domestic violence (e.g., temporary or permanent relocation); or
- Obtain legal services, assist in the prosecution of an offense, or appear in court related to an incident of domestic violence.

A *victim of domestic violence* is any person who is older than 16, married, or is a parent accompanied by a minor child in a situation where the individual or minor child is the victim of an act committed by a family or household member in violation of New York penal law. The act must have resulted in actual physical or emotional injury or created a substantial risk of physical or emotional harm to the person or their child.

Notice

You must provide reasonable advance notice of your intention to take time off for the above reasons unless advanced notice is not feasible. If an unscheduled absence occurs, you must provide the following documentation within a reasonable amount of time after your absence:

- A police report indicating that you or your child was a victim of domestic violence;
- A court order protecting or separating you or your child from the perpetrator of the domestic violence;
- Other evidence from the court or prosecuting attorney that you appeared in court; or
- Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that you or your child underwent counseling or treatment for physical or mental injuries or abuse resulting from the domestic violence.

Confidentiality

The Company will maintain the confidentiality of any information regarding your status as a victim of domestic violence, except as required by federal or state law or as necessary to protect your safety in the workplace.

Compensation

The time off may be charged against any paid time off to which you are entitled. If you have no available paid time off, the time off may be treated as unpaid time.

Retaliation

The Company will not retaliate against a victim of domestic violence for requesting or obtaining reasonable accommodation in accordance with this policy.

4.21 Workers' Compensation Insurance

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at SJ Solutions Security and Protection Services Inc, no matter how slightly, you are to report the incident immediately to HR@sjsolutions.us. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify HR@sjsolutions.us immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

5.0 Performance, Discipline, Layoff, and Termination

5.1 Standards of Conduct

SJ Solutions Security and Protection Services Inc wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By choosing to work here, you agree to follow our rules, which include those outlined in this handbook, as well as our standard operating procedures and post orders. These documents are an extension of the handbook and must be adhered to as part of our operational guidelines.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- 1. Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- 2. Being under the influence of drugs or alcohol during working hours on Company property (including in Company vehicles), or on Company business.
- 3. Inaccurate reporting of the hours worked by you or any other employees.
- 4. Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files,

- employment review documents, intra-company communications, or expense records.
- 5. Taking or destroying Company property.
- 6. Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, pepper spray, etc., without prior authorization.
- 7. Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- 8. Do not talk to client's employees or interrupt their work. (SJ SOLUTIONS has a zero-tolerance policy for fraternizing with client staff or site tenants.)
- 9. Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e., financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- 10. Refusal or failure to follow directions or to perform a requested or required job task.
- 11. Refusal or failure to follow safety rules and procedures.
- 12. Excessive tardiness or absences.
- 13. Smoking in non-designated areas.
- 14. Working unauthorized overtime.
- 15. Solicitation of fellow employees on Company premises during working hours.
- 16. Failure to dress according to Company policy.
- 17. Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- 18. Engaging in outside employment that interferes with your ability to perform your job at this Company.
- 19. Gambling on Company premises.
- 20. Lending keys or keycards to Company property to unauthorized persons.
- 21. Abandonment of post or the site for any reason (aside from breaks).
- 22.Do not touch client property or equipment.
- 23.Do not perform any duties normally associated with site operations, such as collecting trash, sweeping floors, etc.
- 24. Use of headphones, air pods and personal calls are not allowed while on post.
- 25. Guards must not turn off lights in Guard booth. Lights must remain on at all times (Construction Site)
- 27. Employees must report to work on time, as scheduled.
- 28. Employees must text on and off duty to SJS call center.
- 29. Employees must follow site specific post orders.
- 30. Employees must wear a company uniform bearing logo in accordance with policy governing uniforms at all times while on company business.
- 31. Employees are required to wear or have their company-issued ID card visible at all times while on duty. Additionally, guards must carry all relevant credentials, such as the

F02/S60 Certificate of Fitness, OSHA certification, and Guard Card, at all times when performing company-related tasks, including during meetings at headquarters.

- 32. Employees must be clean and well groomed.
- 34. Employees must practice courtesy, diplomacy, respect and good public relations. (i.e. 5 Pillars of Success)
- 35. Employees must perform their duties in an awake, alert & ready mode.
- 36. Guards are required to constantly patrol assigned areas (every 30 min).
- 37. Employees must observe & report any suspicious behavior/ activities to the management/ supervising officer.
- 38. Employees must only work hours authorized by SJ Solutions; service request changes must be called in/emailed to Management@sjsnyc.com by client.
- 39. If operationally necessary, employees are required to complete mandated double shifts as agreed in the job application. Refusal to comply may result in disciplinary action, up to and including termination.
- **40.** Supervisors may, at their discretion, review company-related applications installed on personal devices to ensure compliance with work orders and security policies. Please review the Cellular Phone Stipend Policy.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

5.2 Five Pillars of Success

HONESTY & INTEGRITY - Employees must demonstrate 100% honesty, and act with integrity, at all times without exception. The nature of the security business requires this, and we and our clients expect that all employees will hold themselves to the highest ethical standards.

CUSTOMER SERVICE - Employees must treat all people with courtesy and respect, and maintain a positive attitude, at all times and under all circumstances.

ATTENDANCE & PUNCTUALITY - Employees must report to work on time, when, where and as scheduled.

PERSONAL APPEARANCE & BEHAVIOR - Employees must maintain a well-groomed appearance (i.e. clothes neatly pressed, hair combed, showered, etc.), wear business-like attire, uniform and/or badge in accordance with company policy, and behave appropriately at all times.

24/7/365, "CAN-DO" ATTITUDE - S.J.S operates and is open and staffed 24 hours/day, 7 days/week, 365 days/year. Work schedules may involve late night, early morning and weekend hours and shifts, and may involve long periods of time standing in both indoor and

outside environments throughout the year. SJ Solutions' employees must have a "can-do" attitude at all times and under all circumstances.

5.3 Call Center Policy and Procedures

- 1. When calling/texting the call center guards must state the following:
 - A. Full Name
 - B. ID number
 - C. Reason for call/text
- 2. Following are authorized reasons: (Reasons are not limited to the following)
 - A. Pre-call: All guards must text in no later than 2 hours prior to the shift start time stating they will make on time.
 - B. End-Of-Day Call: All guards must report End of Day to call center. Guards must state the name of the relieving guard (if any), and Manager-On-Duty (MOD) (if any). Daily Activity Reports (DAR's) must be filled out completely and submitted.
 - C. Call out-shift swap: All requests for days off must be submitted at least 2 weeks in advance, and must be approved by a dispatcher. Although requested, time off request will be approved/ denied based on the company's needs.
 - D. Sick call: Must be called/ text directly to the call center. This call must be made no later than 4 hours prior to the shift start.

5.4 Mandated Double Shift

The correct number of Security Guards per shift are essential for maintaining operational stability. To ensure consistent coverage and address staffing shortages due to call-outs, no-shows, or other unforeseen events, SJ Solutions has implemented this policy requiring mandatory double shifts when necessary.

If operationally necessary, employees are required to complete mandated double shifts as agreed in the job application. Refusal to comply may result in disciplinary action, up to and including termination.

5.5 Disciplinary Infraction Procedure

Definition of an Infraction: An infraction refers to a violation of company policies or procedures. Infractions may range from minor breaches to more serious violations, each impacting our operations or work environment.

Examples of Infractions:

- 1. Tardiness: Repeatedly arriving late to work or returning late from breaks.
- 2. **Uniform Policy**: Not adhering to the prescribed dress code or uniform requirements.
- 3. **Failure to Follow Procedures**: Not following specific protocols or instructions related to job tasks.

- 4. Unapproved Absences: Missing work without prior approval or notification.
- 5. **Inappropriate Behavior**: Conduct that disrupts the work environment or violates company standards.

Procedures for Addressing Infractions:

- 1. **Notification**: Infractions will be communicated to you via the email address provided on your job application.
- 2. **Response Time**: You must respond to these notifications within [specific timeframe, e.g., 48 hours] from receipt. This response should address the nature of the infraction and any explanations or corrective actions you plan to take.
- 3. **Review Process**: Failure to respond within the designated timeframe may result in the finalization of decisions regarding the infraction without your input.
- 4. **Further Action**: Continued non-compliance or failure to address infractions may lead to additional disciplinary measures, which could include warnings, suspension, or termination, depending on the severity and frequency of the infractions.

Please check your email regularly and ensure timely responses to any infraction notices. Adherence to these procedures is essential for maintaining a positive and productive work environment.

5.6 Disciplinary Process

Violation of SJ Solutions Security and Protection Services Inc's policies or procedures may result in disciplinary action, including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than an "at-will" basis consistent with applicable law. Note that the specific terms of your employment relationship, including termination procedures, are governed by the laws of the state in which you are employed.

Progressive Discipline Process

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your Supervisor / SJS Call Center will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and, depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

1. Corrective Action Conference (CAC)

a. The objective of a CAC is to correct and resolve employee performance problems to retain the employee as a productive staff member. CACs are issued for infractions requiring attention. Depending on the outcome, this may lead to termination, a final warning, or dismissal.

2. Final Warnings

a. A final warning may be issued after an employee accumulates three instances of tardiness and/or absences.

3. Evaluations

a. Performance reviews may also result in a final warning if the evaluation reveals performance issues that need immediate attention.

5.7 Open Door/Conflict Resolution Process

SJ Solutions Security and Protection Services Inc strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of HR@sjsolutions.us. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of management@sjsnyc.com at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Supervisor / SJS Call Center. If you have already brought this matter to the attention of your Supervisor / SJS Call Center before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to management@sjsnyc.com. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

5.8 Outside Employment

Outside employment that creates a conflict of interest or affects the quality or value of your work performance or availability at SJ Solutions Security and Protection Services Inc is prohibited. The Company recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Company should be reported to your Supervisor / SJS Call Center. Failure to adhere to this policy may result in discipline up to and including termination.

While on a leave of absence, you may not work or be gainfully employed for yourself or by another employer. If you are on a leave of absence and are found to be in violation of this policy, you will be subject to disciplinary action up to and including termination.

5.9 Performance Reviews

SJ Solutions Security and Protection Services Inc will make efforts to periodically review your work performance. The performance review is a tool used to evaluate employee performance over the review period by assessing:

- Your performance of assigned job duties and responsibilities.
- Your achievement or lack of achievement of specific targets and goals.
- Other aspects of your performance (e.g., communication skills, professionalism, ability to collaborate, reliability, willingness to take initiative, etc.).

The performance review process will take place quarterly, or as business needs dictate.

The performance review process is intended to increase the quality and value of your work performance. The review process may be used:

- As a basis for employment decisions, such as promotions and demotions.
- To improve the performance of underperforming employees.
- To document employee growth at the Company.

A positive performance review does not guarantee a pay raise or continued employment.

5.10 Promotions

To match you with the job for which you are best suited and to meet the business needs of SJ Solutions Security and Protection Services Inc, you may be transferred from your current job. It is our policy to promote from within only when the most qualified candidate is available. Promotions are made on an equal opportunity basis according to employees possessing the needed skills, education, experience, and other qualifications that are required for the job.

All employees promoted into new job positions will undergo an introductory period as described in the New Hires and Introductory Periods policy. Unlike new hires, however, such employees will continue to receive Company benefits for which they are eligible.

5.11 Demotions and Transfers

Definition

Demotion: Any change in assignment that results in movement to a position that is classified in a lower pay grade than that of the original position.

Transfer: A lateral change in an employee's assignment from one position to another without a change in pay grade.

Procedure

Demotion: An employee who requests or accepts a voluntary demotion should anticipate a decrease in pay. The new pay rate will be based on years of relevant work experience and company's internal equity. Any decrease in salary will be reviewed by human resources.

Transfer: SJ Solutions Security & Protection Services Inc reserves the right to relocate an employee's work location as a condition of employment or assuming new responsibilities.

5.12 Pay Raises

Depending on financial health and other Company factors, efforts will be made to give pay raises consistent with SJ Solutions Security and Protection Services Inc profitability, job performance, and the consumer price index. The Company may also make individual pay raises based on merit or due to a change of job position.

5.13 Criminal Activity/Arrests

SJ Solutions Security and Protection Services Inc will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Company, whether on or off Company property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

5.14 Workforce Reductions (Layoffs)

If necessary based upon business needs, SJ Solutions Security and Protection Services Inc management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and the Company will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

5.15 Resignation Policy

SJ Solutions Security and Protection Services Inc hopes that your employment with the Company will be a mutually rewarding experience; however, the Company acknowledges that varying circumstances can cause you to resign employment. The Company intends to handle any resignation in a professional manner with minimal disruption to the workplace.

Notice

The Company requests that you provide a minimum of two weeks' notice of your resignation by way of the resignation form on the employee portal or email <a href="https://docs.ncbi.nlm.

The Company reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

Final Pay

The Company will pay separated employees in accordance with applicable laws and other sections of this handbook.

Notify the Company if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

Return of Property

Return all Company property at the time of separation. Failure to return some items may result in deductions from your final paycheck where state law allows. In some circumstances, the Company may pursue criminal charges for failure to return Company property.

5.16 Exit Interview

You may be asked to participate in an exit interview when you leave SJ Solutions Security and Protection Services Inc. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Company in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

5.17 Post-Employment References

SJ Solutions Security and Protection Services Inc policy is to confirm dates of employment and job title only. With written authorization, the Company will confirm compensation information when permissible by applicable law. Forward any requests for employment verification to HR@sjsolutions.us.

6.0 Customer Relations

6.1 Customer, Client, and Visitor Relations

SJ Solutions Security and Protection Services Inc strives to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, notify your Supervisor / SJS Call Center immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your Supervisor / SJS Call Center or a member of management. Lastly, make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our Company as a leader in its field.

All employees are also reminded of the New York NonHarassment policy. A familial relationship among employees and visitors, Guests, vendors and other on-site employees can create an actual or at least a potential conflict of interest in the employment setting. To avoid this problem, S.J. S. Inc. recommends all employees maintain a professional relationship at all times. Employees with questions or concerns regarding this policy should contact HR@SJsolutions.us.

6.2 Products and Services Knowledge

As a representative of SJ Solutions Security and Protection Services Inc, you are expected to be familiar with the products and services we offer. Take every opportunity to learn the interrelationship between your department or division and the others of the Company. We consider our employees to be the best reflection of our business brand and company success.

7.0 General Policies

7.1 Office Visits

Employees are strictly prohibited from bringing any non-employees, including friends and relatives, onto SJ Solutions' premises or service locations.

Any breach of this policy will result in immediate denial of service for the day of the violation. Repeated violations may lead to further disciplinary action.

Compliance with this policy is mandatory and non-negotiable.

7.2 Authorization for Use of Personal Vehicle

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. SJ Solutions Security and Protection Services Inc may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license and insurance coverage for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions or changes to your insurance policy, must be reported to the Company.

If you use your personal vehicle in the course and scope of employment, you may not operate such vehicle while:

- 1. Under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; or
- 2. Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

7.3 Bulletin Boards

SJ Solutions Security and Protection Services Inc maintains an official bulletin board located on the scheduling app for providing employees with official Company notices, including wage and hour laws, changes in policies, and other employment-related notices. At times the Company may also post information of general interest to employees on the bulletin board. You are responsible for being informed about this material by periodically reviewing the bulletin board. Only authorized personnel may add and remove notices from the bulletin board.

7.4 Computer Security and Copying of Software

Software programs purchased and provided by SJ Solutions Security and Protection Services Inc are to be used only for creating, researching, and processing materials for Company use. By using Company hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Company policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Company, or developed by Company employees or contract personnel on behalf of the Company, is and will be deemed Company property. It is the policy of the Company to respect all computer software rights and to adhere to the terms of all software licenses to which the Company is a party. The Director of Information Systems is responsible for enforcing these guidelines.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Company to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval. All software acquired by the Company must be purchased through Information Systems or appropriate department.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Company.

7.5 Employer Sponsored Social Events

SJ Solutions Security and Protection Services Inc holds periodic social events for employees. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by a Supervisor / SJS Call Center prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

7.6 Employer-Provided Cell Phones/Mobile Devices

SJ Solutions Security and Protection Services Inc may issue certain employees a Company cell phone/mobile device for work-related communications and/or operations. If you drive a vehicle during your employment, you may not use any cell phone/mobile device or other communication device while driving unless the device is equipped or configured with a "hands-free" listening/speaking option, and you in fact utilize the hands-free device.

We understand that you may use the cell phone/mobile device for personal use; however, such personal use should not exceed the plan allowance. When the cell phone/mobile device is used for personal reasons and the activity results in additional cost to the Company, you are responsible for the cost of that usage, including all applicable taxes unless prohibited by law.

The Company owns and remains entitled to all cell phone/mobile devices issued to employees, including all passwords controlling access to them.

You may not change those passwords except with permission. At the time of employment termination, all such equipment and passwords must be returned to the Company in operable condition.

Violation of this policy may result in discipline, up to and including termination of employment.

7.7 GPS Monitoring of Employer Vehicles

SJ Solutions Security and Protection Services Inc desires to strike the appropriate balance between today's technologies, your desire for privacy, and our interests in protecting Company vehicles, equipment, and drivers. Due to safety, efficiency, and other business purposes, the Company uses GPS technology to monitor the whereabouts of our vehicles at all times.

Questions concerning vehicle monitoring should be directed to HR@sjsolutions.us. Questions concerning the proper use of any vehicles should be directed to your Supervisor / SJS Call Center and/or Management@sjsnyc.com.

If you abuse the privilege of driving company vehicles, you will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

7.8 Mail Use

You are required to limit usage of the SJ Solutions Security and Protection Services Inc mail service to business purposes only. You may not use the Company address to receive personal mail. Do not use the Company postage meter for your personal mail. Report any suspicious packages or envelopes to Management immediately.

7.9 Nonsolicitation/Nondistribution Policy

SJ Solutions Security and Protection Services Inc prioritizes a harmonious work environment that minimizes disruption to business operations and respects the focus of employees, visitors, and others. Our nonsolicitation/nondistribution policy aims to ensure a balanced approach to interactions within the workplace.

Solicitation

For the purposes of this policy, **solicitation** includes various activities such as selling items or services, seeking contributions, or seeking support for an organization. Solicitation, whether conducted verbally, in writing, or electronically, falls under this policy's scope.

During your assigned working hours, soliciting other employees is prohibited. **Working hours** refers to periods when either you or the employees you intend to solicit are expected to be actively engaged in work-related activities. You are permitted to engage in solicitation during authorized nonworking times, such as breaks, provided that the recipients of the solicitation are also on nonworking time.

Distribution

To ensure cleanliness, organization, and safety, the distribution of nonwork-related literature or items within working areas is prohibited at all times. Working areas do not include break/rest areas, lunchrooms, and parking lots. Electronic distribution of materials during work hours is also not allowed. Any literature that violates the Company's equal employment opportunity (EEO) and nonharassment policies, or knowingly spreads false information, is strictly prohibited. Nonemployees are not permitted to distribute materials on company premises under any circumstances.

Statutory Rights and Communication

This policy is not meant to curtail the statutory rights of employees, including their right to discuss terms and conditions of employment. Open communication remains a vital part of our workplace culture.

Reporting Violations

If you become aware of violations of this policy, report them to HR@sjsolutions.us.

We appreciate your cooperation in maintaining a respectful and focused work environment.

7.10 Off-Duty Use of Employer Property or Premises

You may not use SJ Solutions Security and Protection Services Inc property for personal use during working time. You are responsible for returning Company property in good condition and repairing or replacing any property damaged as the result of personal use or as the

result of negligence. This includes use of copy machines, computers, Company products, or office supplies for personal use without prior authorization.

It is Company policy to control off duty and nonworking hour use of Company facilities either for business or personal reasons. You are prohibited from using Company facilities during off duty or nonworking hours without the written consent of Management. If you use Company facilities during your off-duty hours or Company off-hours, you may be required to sign a log-in and log-out sheet maintained by the Company or building manager.

7.11 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of SJ Solutions Security and Protection Services Inc. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The Company, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Company. Contact HR@sjsolutions.us to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

7.12 Personal Cell Phone/Mobile Device Use

You may have the opportunity to use your personal devices for work purposes. Before doing so, you must obtain written authorization from Management@sjsnyc.com. The use of personal devices is limited to certain employees and may be restricted based on technology compatibility.

To ensure the security of SJ Solutions Protection and Security Services Inc. information, all personal devices used for work purposes must meet the following security requirements:

- Installation of company-approved antivirus software.
- Use of a company-approved firewall.

- Use of a VPN (Virtual Private Network) to securely access company systems.
- Multi-factor authentication (MFA) must be enabled for any company-related accounts or systems accessed via personal devices.

Upon termination of employment, all company-related information stored on personal devices must be securely removed. This includes deleting any emails, files, and applications related to SJ Solutions. The company's IT department will assist in ensuring all data is securely removed and may require the device to be inspected for verification.

7.13 Personal Data Changes

It is your obligation to provide SJ Solutions Security and Protection Services Inc with your current contact information, including current mailing address and telephone number. You should also inform the Company of any changes to your tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact Payroll@sjsnyc.com or the appropriate department, or person.

7.14 Security

All employees are responsible for helping to make SJ Solutions Security and Protection Services Inc a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your Supervisor / SJS Call Center immediately. Refrain from discussing specifics regarding Company security systems, alarms, passwords, etc. with those outside of the Company.

Immediately advise your Supervisor / SJS Call Center of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the Company. Safety and security is the responsibility of all employees and we rely on you to help us keep our premises secure.

7.15 Social Media

SJ Solutions Security and Protection Services Inc acknowledges that social media has become an integral part of modern life that provides us with unique opportunities to communicate and share information with others. However, we also want to educate employees that their social media use can:

- Pose risks to the Company's confidential and proprietary information, reputation, and brand:
- Expose the Company to discrimination, harassment, and other claims; and
- Jeopardize the Company's compliance with business rules and laws.

To minimize legal risks, avoid loss of productivity and distraction, and ensure that the Company's IT resources and communications systems are used appropriately, all employees must abide by the following policy regarding social media use.

Social Media

For purposes of this policy, **social media** refers to any means of posting content on the internet, including personal websites, social networking sites, blogs, chat rooms, and other online platforms, whether affiliated with the Company or not.

Use Good Judgment

While the Company respects your right to personal expression, you should assume that anything you do on social media—whether on a business or personal account—could be viewed by a colleague, supervisor, partner, supplier, competitor, investor, customer, or potential customer. As such, any social media activity, even from your personal account, reflects on the Company as well as on yourself. It is important to remember that anyone can see what you post (or what you posted five years ago).

Guidelines for Posting on Social Media

When posting:

- Protect trade secrets, intellectual property, and confidential information related to the Company.
- Do not make statements that are maliciously false or defamatory or would constitute unlawful harassment or discrimination.
- Do not make express or implied threats of violence.
- Avoid linking personal accounts to the Company as an official source.
- Respect copyright, trademark, and third-party rights.
- Do not use the Company's email addresses to register on social medial platforms for personal use.
- If you identify yourself as an employee of SJ Solutions Security and Protection Services Inc on your personal account and are posting about the Company, make it

clear that your views are your own and that you are not speaking on behalf of the Company.

Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your Supervisor / SJS Call Center or consistent with policies that cover equipment owned by the Company.

Media Contacts

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to HR@sjsolutions.us.

Retaliation

Retaliation against those reporting policy violations or cooperating in investigations is prohibited. Retaliatory actions may lead to disciplinary measures.

Violations

Violations of this policy may result in discipline, up to and including termination.

This policy does not limit employees rights to discuss wages, hours, or other terms and conditions of employment. All employees have the right to engage in or refrain from such activities.

7.16 Suggestion Policy

At SJ Solutions Security and Protection Services Inc, we welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, produce or sell the products or services of our Company, or meet customer and client needs. Discuss your ideas with your Supervisor / SJS Call Center or another member of the management team.

We also encourage you to offer any suggestions derived from seminars, magazines, or other outside sources of information you believe would add value to the Company.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with Company tools or property are considered to be the property of the Company.

7.17 Telecommuting

Telecommuting is defined as regularly working a full or partial workday from home or some other alternate work site.

SJ Solutions Security and Protection Services Inc will make telecommuting available to employees when it benefits organizational and departmental needs. This option may not be available in some job classifications due to business needs. Each department manager will determine, in his or her discretion, the positions within the department that may be suitable for telecommuting.

If you meet eligibility requirements for telecommuting, you must submit a Telecommuting Agreement form to your immediate Supervisor / SJS Call Center for departmental approval. If you are granted a telecommuting arrangement, you will be subject to the same performance standards as prior to telecommuting. Telecommuting work areas may be evaluated to ensure that appropriate safety standards are met. Telecommuting may be a reasonable accommodation; consult HR@sjsolutions.us if you are requesting telecommuting as a reasonable accommodation.

7.18 Telephone Use

SJ Solutions Security and Protection Services Inc phones are principally for work-related communications. Unless there is an emergency, limit long distance telephone calls to business purposes only. Limit personal use of Company telephones to brief communications during rest periods where possible. Casual conversation with friends and relatives during working hours is strongly discouraged. Telephone use is subject to the Use of Company Technology Policy.

7.19 Third Party Disclosures

From time to time, SJ Solutions Security and Protection Services Inc may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Company and its customers should refer any call requesting the position of the Company or its customers to Management@sjsnyc.com. If you have any questions about this policy or are not certain what to do when such a contact is made, contact Management@sjsnyc.com.

7.20 Use of Company Technology

This policy is intended to provide SJ Solutions Security and Protection Services Inc employees with the guidelines associated with the use of the Company information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the Company, and all use of such resources and systems when accessed using your own devices, including but not limited to:

- 1. Email systems and accounts.
- 2. Internet and intranet access.
- 3. Scheduling and work related applications.
- 4. Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- 5. Printers, photocopiers, and scanners.
- 6. Fax machines, e-fax systems, and modems.
- 7. All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- 8. Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.]]

General Provisions

Company IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in Company IT resources and communications systems are the property of the Company. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Company electronic information and communications systems.

The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Company IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically, without prior notice and without prior consent.

The interests of the Company in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on Company IT resources and communications systems.

Do not use Company IT resources and communications systems for any matter that you would like to be kept private or confidential.

Violations

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

7.21 Use of Employer Vehicles

Company vehicles are to be used for SJ Solutions Security and Protection Services Inc business only. Unless the use of the vehicle has been approved for personal use, personal or outside business use is strictly prohibited.

If you drive a Company vehicle, all infractions or violations while driving the vehicle and all restrictions, suspensions, or revocations against your driver's license must be immediately reported to your Supervisor / SJS Call Center.

When a Company vehicle cannot be operated, is unsafe for use, or has been damaged, notify your Supervisor / SJS Call Center immediately.

As the driver of a Company vehicle, you are responsible for the vehicle while in your charge and must not permit unauthorized persons to drive it. You are also responsible for the daily housekeeping of the vehicle; it is to remain clean and uncluttered.

You may not operate a motor vehicle while under the influence of alcohol or a chemical substance or other substance that can impair judgment. You may not operate a motor vehicle while texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

Multiple driving moving violations that appear on the annual state department of motor vehicle check will result in suspension of rights to drive a Company vehicle or drive a personal vehicle on Company business. Suspension of rights will continue until one year has passed with no infractions. If there are persistent and ongoing problems with driving infractions, and driving a vehicle is a part of successful execution of job responsibilities, you may be terminated.

7.22 Workplace Privacy and Right to Inspect

SJ Solutions Security and Protection Services Inc property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Company premises including that kept in lockers and desks.

8.0 Wage and Hour Policies

8.1 Pay Period

At SJ Solutions Security and Protection Services Inc, the standard pay period is weekly for all employees. Pay dates are Fridays.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to Payroll@sjsnyc.com immediately.

8.2 Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Supervisor / SJS Call Center.

At certain times SJ Solutions Security and Protection Services Inc may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

8.3 Meal Periods

SJ Solutions Security and Protection Services Inc strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal periods. Under New York law:

- Non-factory workers are entitled to a 30-minute unpaid meal period between 11 a.m. and 2 p.m. for shifts longer than six hours that extend over that period, and a 45-minute unpaid meal period midway between the beginning and end of a shift that starts between 1 p.m. and 6 a.m. and lasts more than six hours.
- All workers are entitled to an additional 20-minute unpaid meal period between 5 p.m. and 7 p.m. for workdays that extend from before 11 a.m. to after 7 p.m.

You will not be required to work during your meal period unless otherwise permitted under applicable law.

Check with your standard operation procedures / post order regarding procedures and schedules for meal periods.

8.4 Accommodations for Nursing Mothers

SJ Solutions Security and Protection Services Inc provides accommodations for nursing mothers to express milk in the workplace in accordance with federal and New York law.

Reasonable Break Time to Express Milk

The Company will provide nursing mothers with 30 minutes of paid break time (lactation breaks) to accommodate their need to express breast milk for their nursing child whenever they have a reasonable need to express milk. If additional time is needed beyond the 30 minutes, existing paid break or meal time may be used. These lactation breaks will be provided for up to three years following the child's birth.

Advance Notice of Need to Express Milk

To ensure that the Company can provide appropriate accommodations, you are encouraged to notify your Supervisor / SJS Call Center in writing of your need to express milk at work, preferably before returning to work after childbirth. This notice should include the anticipated number of breaks needed per day and any preferred times for these breaks. Written notice can be provided through email, text message, or any other written communication method regularly used within the Company. We will respond to this request within five business days and work with you to establish a break schedule that accommodates both your needs and our business operations.

Lactation Location

The Company will provide nursing mothers with a private room or other location, other than a restroom, to express milk. The room or location will be well lit, in close proximity to

the work area, and be shielded from view and free from intrusion from coworkers and the public. The room or location will have a chair, a working surface, nearby access to clean running water, and an electrical outlet.

If the sole purpose or function of the room or location is not dedicated for use by employees to express breast milk, those who need the room for expressing milk will be given priority use of the room, and their pumping needs will determine the availability of the room for other purposes. The Company will notify employees as soon as practical when the room or location has been designated for use to express breast milk.

If compliance with the room/location requirements would impose an undue hardship on the Company, we will make reasonable efforts to provide a room or other location, other than a restroom or toilet stall, that is in close proximity to the work area where employees can express breast milk in privacy. You may submit a lactation location request through HR@sjsolutions.us. We will respond to your request within five business days.

Milk Storage

Expressed milk can be stored[in company refrigerators, refrigerators provided in the lactation room, or other location. Sufficiently mark or label your milk to avoid confusion for others who may share the refrigerator. You may also bring a personal cooler for storage.

Retaliation

The Company will not discriminate or retaliate against employees who express breast milk in the workplace in accordance with this policy.

Required Notice

The Company has provided you with a copy of the New York State Department of Labor's *Policy on the Rights of Employees to Express Breast Milk in the Workplace,* which is attached as an addendum at the end of this handbook.

8.5 Attendance

SJ Solutions Security and Protection Services Inc requires regular and punctual attendance by employees. You are expected to be on post on time and ready to perform your job. Employees are required to scan the qr code on your post, this will commence your shift once on post. Failure to comply with this policy may result in disciplinary action, up to and including termination.

If you are not going to arrive at work, you must notify SJS Call Center as soon as possible but at least 2 hours before your scheduled start time.

If you must miss work due to an emergency or other unexpected circumstance, notify SJS Call Center as soon as possible. Notice should include the expected duration of your

absence and your expected time or date of return. You may be required to provide documentation of the need for the absence, as permitted by applicable law.

If you become ill during your scheduled workday and need to leave before the end of your shift, notify your Supervisor / SJS Call Center and SJS Call Center immediately. If you are unable to perform your job at an acceptable level due to illness, you may be sent home until you are well enough to work.

Absences will be considered excused if you requested the time off in accordance with Company policies and received the required approval for the absence. Absences will be considered unexcused if you are absent from work during scheduled work hours without permission and do not receive retroactive approval. This policy applies to all absences, including full- or partial-day absences, late arrivals, and early departures. However, the Company provides a 15-minute grace period for arriving at work.

Planned absences, such as vacations or medical appointments, should be arranged as far in advance as possible. If you need to be absent during the workday, attempt to schedule outside appointments or obligations so that your absence has the smallest impact possible on business operations.

The Company reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences when permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to this policy.

If you fail to report to work for three or more consecutive days and have not provided proper notification, the Company will assume that you have voluntarily resigned your position and will proceed with the termination process.

8.6 Make-Up Time Policy Purpose:

To provide employees with a flexible approach to managing their work hours, accommodating personal needs while maintaining productivity and compliance with labor laws.

Eligibility:

- All non-exempt, full-time hourly office employees are eligible.

Process:

- Employees must submit a Make-Up Time email to their supervisor at least 24 hours in advance.

- Supervisors must approve the request based on operational needs and compliance with overtime regulations.

Limits:

- Make-up time must be completed within the same workweek to avoid overtime pay obligations.
- Employees can make up a maximum of 8 hours in a week, as long as it does not go over 40 hours.
- Employees can make up time on days not scheduled within the same work week.

Examples:

- Acceptable reasons include personal appointments, family emergencies, being late to work, or other unforeseen circumstances.
- Example 1: An employee needs to leave work 2 hours early on Tuesday for a medical appointment. They can request to make up those 2 hours by working an extra hour on Wednesday and Thursday.
- Example 2: An employee arrives 1 hour late on Thursday due to traffic. They can request to stay 1 hour past their scheduled shift on Friday to make up the time.

Flexibility and Fairness:

- Supervisors should consider each request individually, ensuring that operational needs are met while accommodating employee requests as much as possible.
- All requests should be treated equitably to avoid favoritism.

8.7 Direct Deposit

SJ Solutions Security and Protection Services Inc encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask Payroll for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be provided to you on paydays in lieu of a check.

8.8 Employment Classifications

The Company designates all employees as either exempt or nonexempt in compliance with applicable federal, state, and local law:

- **Exempt Employees.** Exempt employees are generally paid a fixed salary and are not entitled to overtime pay.
- Nonexempt Employees. Nonexempt employees are entitled to minimum wage and overtime pay.

The Company also assigns each employee to one of the following categories:

- **Regular Full-Time Employees.** Regular full-time employees are normally scheduled to work at least 24 hours per workweek, except for approved time off. Full-time employees are eligible for most Company benefits.
- **Regular Part-Time Employees.** Regular part-time employees are normally scheduled to work 16 hours or less per workweek. Part-time employees are not eligible for most Company benefits.
- Temporary/Seasonal Employees. Temporary employees are generally hired on a temporary or project-specific basis, with either full- or part-time hours. Seasonal employees are hired on a temporary basis during a time of year when extra work is available. Temporary/seasonal employees are not eligible for most Company benefits.

You will be informed of your classification, status, and responsibilities at the time of hire and at any time your classification, status, or responsibilities change. If you have a question regarding this information, contact HR@sjsolutions.us. These classifications do not alter your employment at-will status.

8.9 Paycheck Deductions

SJ Solutions Security and Protection Services Inc is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your Supervisor / SJS Call Center.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any

discrepancies to your Supervisor / SJS Call Center.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The Company will not retaliate against employees who report erroneous deductions in accordance with this policy.

8.10 Recording Time

SJ Solutions Security and Protection Services Inc is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Company has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using Company timekeeping applications such as Humanity. Speak with HR@sjsolutions.us for specific instructions.

Employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt employees may not start work until their scheduled starting time. It is the employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a supervisor, who will attempt to correct legitimate errors.

Notify the SJS Call Center of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to your Supervisor or appropriate department any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

9.0 Safety and Loss Prevention

9.1 Airborne Infectious Disease Exposure Prevention Plan

Overview

New York State has enacted various laws and regulations to protect workers in response to the COVID-19 pandemic. These include:

- The NYS Health and Essential Rights Act (NY HERO ACT), which protects private sector employees against exposure and disease during a future airborne infectious disease outbreak.
- The Emergency Preparedness Law, which requires public employers to adopt a plan for operations in the event of a declared public health emergency involving a communicable disease.
- **COVID-19 regulations**, which require all employers to take various health and safety measures for the worksite. They include providing benefits including sick leave, paid family leave, and disability benefits to New York employees impacted by mandatory or precautionary orders of quarantine or isolation due to COVID-19.

For more information about these laws and regulations please visit: <u>Safety, Health, and Essential Rights Program</u>

NYS HERO Act

The New York Health and Essential Rights Act (NY HERO Act) was signed into law on May 5, 2021. The law mandates extensive new workplace health and safety protections in response to the COVID-19 pandemic. The purpose of the NY HERO Act is to protect employees against exposure and disease during a future airborne infectious disease outbreak.

9.2 Drug and Alcohol Policy

SJ Solutions Security and Protection Services Inc is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

Prohibited Conduct

The Company expressly prohibits employees from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether or not they are working):

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

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Supervisor / SJS Call Center if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

Employer-Sponsored Events

From time to time, the Company may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

Violations

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

9.3 General Safety

It is the responsibility of all SJ Solutions Security and Protection Services Inc employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the Company health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The Company also requires that all occupational illnesses or injuries be reported to your Supervisor / SJS Call Center as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

9.4 Workplace Tobacco Usage

SJ Solutions Security and Protection Services Inc is concerned about the detrimental effects of smoking and secondhand smoke inhalation. Smoking (including the use of electronic vaping products such as e-cigarettes) is prohibited in the following:

- Company offices.
- Company vehicles.
- Client areas.
- Restrooms.
- Areas where signs are posted prohibiting smoking.
- Other areas defined by the employer.

The Company also prohibits the use of smokeless tobacco (e.g., chewing tobacco, dip, and snuff) in such areas.

The Company will not discriminate against employees based on their off-premises, off-duty tobacco usage.

9.5 Workplace Violence

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of SJ Solutions Security and Protection Services Inc, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The Company has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.

- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to your Supervisor / SJS Call Center or HR@sjsolutions.us, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to your Supervisor or appropriate department.

10.0 Trade Secrets and Inventions

10.1 Confidentiality and Nondisclosure of Trade Secrets

As a condition of employment, SJ Solutions Security and Protection Services Inc employees are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your Supervisor / SJS Call Center or appropriate department.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

Closing Statement

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

Omowale St Juste, CEO / President

SJ Solutions Security and Protection Services Inc

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the SJ Solutions Security and Protection Services Inc Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the CEO / President of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or affect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by SJ Solutions Security and Protection Services Inc.

If I have any questions about the content or interpretation of this handbook, I will contact HR@sjsolutions.us.							
Signature	Date						
Print Name							

APPENDIX

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 <u>may</u> 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 <u>not</u> 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 <u>all</u> 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 <u>one</u> 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 <u>not</u> 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 <u>must</u> also inform your employer if FMLA leave was previously taken or approved for the same reason when requesting additional leave.

Your **employer** <u>may</u> **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** <u>cannot</u> 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** <u>must</u> **confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your **employer** <u>must</u> 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





INTRODUCTION AND PURPOSE

New York State Labor Law Section 206-c gives all employees in New York the right to express breast milk in the workplace. This law applies to all public and private employers in New York State, regardless of size or the nature of their business.

The New York State Department of Labor has developed the official policy on breast milk expression in the workplace as required by the law, ensuring that all employees know their rights and all employers understand their responsibilities. This policy is the minimum required standard, but employers are encouraged to include additional accommodations tailored to their workplace.

With the information provided below, employees will learn how much time they are allowed for breast milk expression, the kind of space employers are required to provide for breast milk expression, how to notify employers about the need to express breast milk in the workplace, and how to notify the Department of Labor if these rights are not honored.

Employers are required to provide this policy in writing to all employees when they are hired and again every year after. Employers are also required to provide the policy to employees as soon as they return to work following the birth of a child.

USING BREAK TIME FOR BREAST MILK EXPRESSION

Employers must provide thirty (30) minutes of paid break time for their employees to express breast milk when the employee has a reasonable need to express breast milk. Employees must be permitted to use existing paid break or meal time if they need additional time for breast milk expression beyond the paid 30 minutes. This time must be provided for up to three years following childbirth. Employers must provide paid break time as often as an employee reasonably needs to express breast milk. The number of paid breaks an employee will need to express breast milk is unique to each employee and employers must provide reasonable break times based on the individual. Employers are prohibited from discriminating in any way against an employee who chooses to express breast milk in the workplace.

An employer is prohibited from requiring an employee to work before or after their normal shift to make up for any time used as paid break time to express breast milk.

All employers must continue to follow existing federal and state laws, regulations, and guidance regarding mealtimes and paid break time regardless of whether the employee uses such time to express breast milk. For additional information regarding what constitutes a meal period or a break period under state and federal law, please see the following resources:

- NY Department of Labor Website on Day of Rest, Break Time, and Meal Periods: dol.ny.gov/day-rest-and-meal-periods
- - $dol.ny.gov/system/files/documents/2021/03/meal- \\ and-rest-periods-frequently-asked-questions.pdf$
- U.S. Department of Labor FLSA FAQ on Meal and Rest Periods:
 - dol.gov/agencies/whd/fact-sheets/22-flsa-hours-worked
- U.S. Department of Labor FLSA Fact Sheet on Compensation for Break Time to Pump Breast Milk: dol.gov/agencies/whd/fact-sheets/73-flsa-break-timenursing-mothers

While an employer cannot require that an employee works while expressing breast milk, Labor Law 206-c does not otherwise prevent an employee from voluntarily choosing to do so if they want to.

Paid breaks provided for the expression of breast milk must be 30 minutes. An employee must be allowed to use regular break or meal time to take a longer paid break if needed. Employees may also opt to take shorter paid breaks.

Employees who work remotely have the same rights to paid time off for the purpose of expressing breast milk, as all other employees who perform their work in-person.

MAKING A REQUEST TO EXPRESS BREAST MILK AT WORK

If an employee wants to express breast milk at work, they must give the employer reasonable advance notice, generally before returning to the workplace if the employee is on leave. This advance notice is to allow the employer time to find an appropriate location and adjust schedules if needed.

Employees wishing to request a room or other location to express breast milk in the workplace should do so by submitting a written request to their direct supervisor or individual designated by their employer for processing requests. Employers must respond to this request for a room or other location to express breast milk in writing within five days.

Employers must notify all employees in writing through email or printed memo when a room or other location has been designated for breast milk expression.

LACTATION ROOM REQUIREMENTS

In addition to providing the necessary time during the workday, employers must provide a private room or alternative location for the purpose of breast milk expression. The space provided for breast milk expression cannot be a restroom or toilet stall.

The room or other location must:

- · Be close to an employee's work area
- · Provide good natural or artificial light
- Be private both shielded from view and free from intrusion
- Have accessible, clean running water nearby
- Have an electrical outlet (if the workplace is supplied with electricity)
- · Include a chair
- Provide a desk, small table, desk, counter or other flat surface

There does not need to be a separate space for every nursing employee. An employer may dedicate a single room or other location for breast milk expression. Should there be more than one employee at a time needing access to a lactation room, an employer may dedicate a centralized location to be used by all employees.

Any space provided for breast milk expression must be close to the work area of the employee(s) using the space. The space must be in walking distance, and the distance to the location should not significantly extend an employee's needed break time. Employers located in shared work areas, such as office buildings, malls and similar spaces may work together to establish and maintain a dedicated lactation room, as long as such space(s) are a reasonable distance from the employees using the room. Each employer utilizing this common space is individually responsible for making sure the room meets the needs of their employees.

If there is not a separate room or space available for lactation, an employer may use a vacant office or other available room on a temporary basis. This room must not be accessible to the public or other employees while an employee is using it for breast milk expression.

As a last resort, an available cubicle may be used for breast milk expression. A cubicle can only be used if it is fully enclosed with a partition and is not otherwise accessible to the public or other employees while being used for breast milk expression. The cubicle walls must be at least seven feet tall to insure the employee's privacy.

To ensure privacy, if the lactation room has a window, it must be covered with a curtain, blind or other covering.

In addition, the lactation space should have a door equipped with a functional lock. If this is not possible (such as in the case of a fully enclosed cubicle), as a last resort, an employer must utilize a sign advising the space is in use and not accessible to other employees or the public.

If the workplace has a refrigerator, employers must allow employees to use it to store breast milk. However, employers are not responsible for ensuring the safekeeping of expressed milk stored in any refrigerator in the workplace.

Employees are required to store all expressed milk in closed containers and bring milk home each evening.

The space designated for expressing breast milk must be maintained and clean at all times.

If an employer can demonstrate undue hardship in providing a space with the above requirements, the employer must still provide a room or other location - other than a restroom or toilet stall - that is in close proximity to the work area where an employee can express breast milk in privacy, that meets as many of the requirements as possible.

Undue hardship is defined in the statute as "causing significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the employer's business." However, an employer may not deny an employee the right to express breast milk in the workplace due to difficulty in finding a location.

NEW YORK STATE DEPARTMENT OF LABOR RESOURCES

If an employee believes that they are experiencing retaliation for expressing breast milk in the workplace, or that their employer is in violation of this policy, they should contact the New York State Department of Labor's Division of Labor Standards. Call us at 1-888-52-LABOR, email us at LSAsk@labor.ny.gov, or visit our website at dol.ny.gov/breast-milk- expression-workplace to file a complaint.

A list of our offices is available at dol.ny.gov/location/contact-division-labor-standards.

Complaints are confidential.

FEDERAL RESOURCES

The federal PUMP Act went into effect in 2023, expanding protections for almost all employees expressing breast milk at work. Under the PUMP Act, any covered workers not provided with breaks and adequate space for up to a year after the birth of a child are able to file a complaint with the U.S. Department of Labor or file a lawsuit against their employers. For more information, please visit dol.gov/agencies/whd/pump-at-work.

Complaint Form for Reporting Sexual Harassment

COMPLAINANT INFORMATION



New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form to report alleged incidents of sexual harassment.

If you believe that you have been subjected to sexual harassment or gender discrimination, you are encouraged, but not required, to complete this form and submit it to the appropriate person or department indicated in the New York Sexual Harassment Prevention policy in this handbook. No employee will be retaliated against for filing a complaint.

If you are more comfortable reporting verbally or in another manner, your employer should complete this form, provide you with a copy, and follow its sexual harassment prevention policy by investigating the claims.

For additional resources, visit: ny.gov/programs/combating-sexual-harassmentworkplace

Name: Work Address: Work Phone: Job Title: Email: Select Preferred Communication Method: Email Phone In person SUPERVISORY INFORMATION Immediate Supervisor's Name: Title: Work Phone: Work Address:

Adoption of this form does not constitute a conclusive defense to charges of unlawful sexual harassment. Each claim of sexual harassment will be determined in accordance with existing legal standards, with due consideration of the particular facts and circumstances of the claim, including but not limited to the existence of an effective anti-harassment policy and procedure.

COMPLAINT INFORMATION

1.	Your complaint of sexual harassment is made about:						
	Name: Title:						
	Work Address: Work Phone:						
	Relationship to you: Supervisor Supervisee Co-Worker Other (please specify)						
2.	Please describe what happened and include as many details as possible. You may use additional sheets of paper if necessary. If you have any relevant documents, please include them						
3.	Date(s) sexual harassment occurred:						
	Is the sexual harassment continuing? Yes No						
4.	If possible, please list the name and contact information of any witnesses or individuals who may have information related to your complaint:						
Τħ	ne last question is optional, but may help the investigation.						
5.	Have you previously provided information (verbal or written) about related incidents? If yes, when and to whom did you provide information?						
	nis is not required, but if you have retained legal counsel and would like us to work with em, please provide their contact information.						
Si	gnature: Date:						